

EXHIBIT 14

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Wednesday, February 6, 2019 7:02 PM
To: Hyungsoo Kim
Cc: Don Tourtellott; Jinseop So; Byung-min So; Joe Gorski
Subject: Re: [External] Drafts

Main contract is in final review and plan to send very soon. Offset is challenging us because of risk and will send as soon as we can. 50% requirement coupled with the DAPA multiplier judgements on our initial has made the executive group nervous with the risk, so we are working through that.

Mike

Sent from my iPhone

On Feb 6, 2019, at 5:51 PM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

Dear Mike,

When can you send the drafts of main contract and offset contract?

Best Regards,
Kim

Lt.Col. (Ret.) Hyung-Soo Kim / Executive Director
Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaеul-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
Phone : 82-31-717-6451~2
Fax : 82-31-717-6453
Mobile: 82-10-8600-8956 (NEW)

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From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Wednesday, March 20, 2019 11:22 AM
To: Hyungsoo Kim
Cc: Jinseop So; Joseph Gorski (jgorski@tradewaysusa.com); Robert McCay; yjhitek
Subject: RE: [External] Re: Offset Volume Questions

Kim,

The problem is we have applied the changes you outlined and we are not compliant with the 50% due to the price increases of the proposal due to DAPA requests for increased scope of the project (JHMCS visors, 3x the original training, etc) and my executive team is not willing to accept the financial risk associated with achieving 50% Offset Requirement. There was a lot of risk in the original Offset Proposal but now the risk has increased.

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX[®] Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
Fax: (909) 481-7759
mstump@gentexcorp.com
<http://www.gentexcorp.com>

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Stockholm, Sweden



AAAA (Apr 14th - 16th)
Nashville, TN | Booth #950



ASMA (May 5th - 9th)
Las Vegas, NV | Booth #310

From: Hyungsoo Kim <yjhitek3@unitel.co.kr>

Sent: Tuesday, March 19, 2019 11:00 PM

To: Mike Stump <MStump@gentexcorp.com>

Cc: Jinseop So <yjhitek.jin@gmail.com>; Joseph Gorski (jgorski@tradewaysusa.com) <jgorski@tradewaysusa.com>;

Robert McCay <RMCCay@gentexcorp.com>; yjhitek <yjhitek@unitel.co.kr>

Subject: [External] Re: Offset Volume Questions

Dear Mike,

We reviewed the letter and the letter is OK, however, this time is to provide draft of offset proposal and need to talk about offset proposal instead of letter. The letter can be forwarded to DAPA during or after offset negotiation.

We reviewed both Gentex original proposal and DAPA offset team's review result (upon DAPA offset guideline), and there were some misunderstanding of multipliers and etc..

We checked Gentex proposal and offset guideline, and revised offset proposal as attached file 1 (similar proposal already sent to Gentex on 19 Nov, 2018 for offset preparation).

We understand attached 1 could meet offset guideline (multiplier and applied items, etc), even though we input lots of knowhow fee of technical documents, and marked-up the actual price of the items of your original volume to meet 50% value. It means that negotiation can start.

We would like Gentex to prepare the draft after reviewing file 1 and 2 and adjusting the value. And then the proposed offset value will be evaluated and negotiated during the offset meeting by offset team.

For your reference, for the sample of offset proposal attached file 3 that we did with DAPA offset team before, as you can see the attached, lots of offset portion is a part of offset amount. We revised actual value of items **based upon Gentex original value.**

If it does make a sense, please send us the draft asap.

On the other hand, could you send us what Gentex prepared the draft until now for us to review?

Once we submit to DAPA offset team, we will do our best to understand the value.

As I said, SG Safety Corp. (NBC mask/PC production local company) is interested in offset program with Gentex.

Let's have conference call after you review our revised offset suggestion.

Best Regards,

Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : "Jinseop So" <yjhitek.jin@gmail.com>, "Joseph Gorski" (jgorski@tradewaysusa.com) <jgorski@tradewaysusa.com>, "Robert McCay" <RMcCay@gentexcorp.com>

Date : 2019/03/20 수요일 오전 1:39:22

Subject : Offset Volume Questions

Kim,

Please see attached letter to DAPA with questions about the Offset Volume. Please review before you forward to DAPA and if you have any questions, let's talk.

Thanks,

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX® Corporation

9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

Fax: (909) 481-7759

mstump@gentexcorp.com

<http://www.gentexcorp.com>

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AAAA (Apr 14th - 16th)
Nashville, TN | Booth #950



ASMA (May 5th - 9th)
Las Vegas, NV | Booth #310

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Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

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From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Thursday, March 14, 2019 8:42 AM
To: Joe Gorski
Subject: RE: [External] RE: which day and time

Joe,
Let's do Thursday next week. The only meeting I have that day is from 12-1pm.

Mike Stump
Director of Product Management - Aircrew Systems

GENTEX[®] Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
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Stockholm, Sweden



AAAA (Apr 14th - 16th)
Nashville, TN | Booth #950



ASMA (May 5th - 9th)
Las Vegas, NV | Booth #310

From: Joe Gorski <jgorski@tradewaysusa.com>
Sent: Thursday, March 14, 2019 5:22 AM
To: Mike Stump <MStump@gentexcorp.com>
Subject: [External] RE: which day and time

Mike
Please reply to my messages of yesterday and Monday.
Joe

From: Joe Gorski [mailto:jgorski@tradewaysusa.com]
Sent: Wednesday, March 13, 2019 9:55 AM
To: 'Mike Stump'
Subject: which day and time

Mike,
If at all possible please advise today which day we can meet next week.
I need to finalize my other appointments in California so would appreciate your answer today.
Joe

From: Joe Gorski [mailto:jgorski@tradewaysusa.com]
Sent: Monday, March 11, 2019 9:19 AM
To: 'Mike Stump'
Subject: meeting in CA

Mike,

That works for me. I can meet either Tuesday, Wednesday or Thursday March 19-21. Which day and time are best for you?
Joe

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Friday, March 8, 2019 12:55 PM
To: Joe Gorski
Subject: Re: [External] meet in Pennsylvania

Joe,
I will be in Carbondale but have a full week of meetings with the USAF, including dinner meetings. The week of 18 March is much better and I will be in CA that week. Let me know if that works for you.

Mike

Sent from my iPhone

On Mar 8, 2019, at 6:37 AM, Joe Gorski <jgorski@tradewaysusa.com> wrote:

Hi Mike,

In that case I am postponing California and would like to meet with you for an hour or so in Pennsylvania, I can come any day next week at a time convenient for you –morning, afternoon or night.
Will you be in Carbondale?

Please advise which day next week is best and a time and place to meet.

Thanks

Joe

From: Mike Stump [mailto:MStump@gentexcorp.com]

Sent: Thursday, March 7, 2019 2:23 PM

To: Joe Gorski

Subject: Re: [External] Wednesday March 13

Hi Joe,

Unfortunately I will be in Pennsylvania all of next week for a meeting.

Mike

Sent from my iPhone

On Mar 7, 2019, at 11:18 AM, Joe Gorski <jgorski@tradewaysusa.com> wrote:

Hi Mike,

I am planning a trip to California for next week. Want to stop in to see you in your office. How about Wednesday March 13 at 2pm or other time suitable to you?

Regards

Joe Gorski

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From: yjhitek3 [mailto:yjhitek3@unitel.co.kr]
Sent: Friday, March 15, 2019 9:53 AM
To: Joe Gorski
Subject: Re: next steps

Dear Mr. Gorski,

We are awaiting revised main contract and offset contract.

For main contract draft, it will be sent to us early next week after revised contract pricing, it could be OK, and negotiation will go easily.

Regardless official decision of "suitable for combat", contract negotiation had better start to finalize the contracts early next as well.

However, Gentex is still preparing 50% offset proposal, we understand it is not easy to prepare, DAPA offset team urged us to send offset proposal. When you go to Gentex next week, please discuss with them about offset draft to send us, we need to finalize all the negotiation and sign in April.

Another issue, KAI requested Gentex to send quotes of 3 Tacair respirators and life support equipments for KFX test plan with related companies, but did not receive the quote yet. When you meet Mike, please ask him to send the quote to KAI.

BR,
Kim

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Joe Gorski <jgorski@tradewaysusa.com>

날짜: 19/3/15 오후 10:07 (GMT+09:00)

받은 사람: 'Hyungsoo Kim' <yjhitek3@unitel.co.kr>

제목: next steps

Dear Col Kim,

Thanks for the good news. After decision suitable for combat, what is the next step?

When do you believe the contract will be signed?

I will visit Gentex next week. Is there anything you would like me to discuss with them?

Best Regards

Joe Gorski

From: Hyungsoo Kim [<mailto:yjhitek3@unitel.co.kr>]

Sent: Monday, March 11, 2019 10:11 PM

To: Mike Stump

Cc: Don Tourtellott; yjhitek; Jinseop So; Joe Gorski; Amit Singh; 최 선 창

Subject: Passed final T&E committee meeting

Dear Mike,

Integrated T&E Committee (consists of JCS, ROKAF, DAPA, ADD, etc.) had a final meeting of PP-II T&E result, and successfully passed all the T&E factors last Friday at JCS.

Administration lead time for decision of "suitable for combat" will take a couple of weeks from now.

We really appreciated your teams support.

Best Regards,
Kim

Lt. Col. (Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

TraPalace # 632, 234 Hwangsaеul-ro, Bundang-gu,

Seongnam-si, Gyeonggi-do, Korea (zip 13595)

Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

Mobile: 82-10-8600-8956 (NEW)

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Thursday, March 21, 2019 9:37 PM
To: yjhitek@unitel.co.kr; Joseph Gorski; yjhitek3@unitel.co.kr; Jinseop So
Subject: Fwd: ROKAF Offset Terms and Conditions

Kim,
This is the language in the contract relative to the offset requirement. Please advise on changes to reduce risk.

Mike

Sent from my iPhone

Begin forwarded message:

From: Don Tourtellott <dtourtellott@gentexcorp.com>
Date: March 21, 2019 at 5:50:15 PM PDT
To: Mike Stump <MStump@gentexcorp.com>
Cc: "Scott P. Witherow" <switherow@gentexcorp.com>
Subject: ROKAF Offset Terms and Conditions

Hi Mike,

Terms and Conditions for Offsets are:

Article 7.g "In the event the DAPA decides to conduct offset separate from the main contract, a portion (10% of offset obligation value) of payment (advance payment or installment payment) shall be withheld until the offset MOA is signed."

(Don: if the offset obligation is \$9.3M, then \$930K will be withheld from the upfront down payment for the main contract until the offset MOA is signed.)

Article 18.b(6)vii Breach of Contract

"Failure to perform the offset obligations pursuant to Article 35a and b ..."

Article 21 Force Majeure
Includes Offset Agreement

Article 35 Implementation of Offset Program

“a. In case the Contractor is requested by the DAPA to implement Offset Program, the Contractor shall submit the proposal for implementation of the Program to the Purchaser, to enter into the contract for Offset Program in compliance with Korean Defense Offset Program Guidelines.

“b. In case the Contractor is required to implementation an Offset Program, the Performance Bond stipulated in Article 5 shall be valid until either the expiration of ninety (90) days following the Delivery of Commodity, or the expiration of ninety (90) days after the Contractor has completed the obligation of Offset Program, whichever is later. If the Contractor, by the time of the Delivery of Commodity has performed all other contractual obligations to the DAPA's satisfaction but part of the obligation of Offset Program remains to be performed, the amount of the Performance Bond ~~may~~ shall be reduced to ten percent (10%) of the value of the then unfulfilled Offset obligation. The Performance Bond, of which amount has been reduced as such, shall be valid until expiration of ninety (90) days after the Contractor has fulfilled the obligation of the Offset Program.

“c. DAPA may revoke or terminate this Contract in whole or in part in case the Contractor does not comply with its obligations under the subparagraph a. and b. of this Article.”

As you see, there is some hard language in the Terms & Conditions for not meeting the offset obligation.

From the **DAPA Offset Program Guidelines** (attached), page 20:

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Article 10 (Deciding Offset Ratio) (1) For the programs notified pursuant to Article 9(1) and (2), the Director General shall determine the Offset ratio as in the following subparagraphs in consideration of competing sources, attainability of the Offset negotiation target, etc. However, in the event that the amount for a unit program pursuant to Article 4(1) is not less than one hundred (100) million U.S. dollars, the IPT Director shall include it in the Basic Strategy of Acquisition Program, etc. and the Offset ratio shall be determined through the deliberation and coordination of the Defense Acquisition Program Promotion Committee (hereinafter referred to as the "Committee").

1. For program with competing sources: fifty (50) percent or above of Estimated Main Contract Amount

2. For programs without competing sources: ten (10) percent or more of the Estimated Main Contract Amount

(2) The Director General shall specify in the Offset Request for Proposal the Offset ratio which is determined pursuant to the paragraph 1 of this Article.

(3) If, as a result of reviewing a proposal submitted by a Foreign Company or in the process of negotiation, the Offset ratio needs to be changed in order to carry out the main program, the Director General may adjust the Offset ratio through the deliberation of the Council. However, in the case of a program deliberated on by the Committee pursuant to the conditions of paragraph 1, it shall be adjusted through the deliberation of the Committee.

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Thursday, March 21, 2019 10:30 AM
To: Joseph Gorski
Cc: Robert McCay
Subject: Re: [External] Fwd: Offset

Thanks Joe. Does Kim understand that there is an offset bond obligation for this and if we don't meet the offset requirement we are financially at risk for the bond amount and potentially more? This is the element that is causing great concern for our executive team.

Mike

Sent from my iPhone

On Mar 21, 2019, at 7:25 AM, Joseph Gorski <jgorski@tradewaysusa.com> wrote:

FYI

Sent from my iPhone

Begin forwarded message:

From: yjhitek3 <yjhitek3@unitel.co.kr>
Date: March 21, 2019 at 7:15:01 AM PDT
To: Joseph Gorski <jgorski@tradewaysusa.com>
Subject: Re: Offset

Dear Mr. Gorski,

Thank you for email. As you know DAPA policy, 50 % offset requirement is really not reasonable, and therefore offset proposal should be not reasonable, either. I believe much marked up price is necessary to meet offset requirement, and the requirement should be covered by expensive knowhow fee that is seller's priority and strong advantage to fight/insist for offset value.

I understand Gentex is going to propose real actual price, for offset program real actual price could never meet DAPA offset requirement. This is common and known to offset related sellers.

I hope you make Mike and Gentex understand that DAPA 50% offset requirement is not reasonable, and can not meet 50% requirement with really actual price, so need to meet requirement with highly pushed up price and knowhow fee.

Once Gentex send draft to us, we will be cooking offset value.

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Joseph Gorski <jgorski@tradewaysusa.com>

날짜: 19/3/21 오후 10:50 (GMT+09:00)

받은 사람: yjhitek3 <yjhitek3@unitel.co.kr>

제목: Re: Offset

Col Kim

Yes in LA. Will meet Mike this afternoon.

Understood.

Best Regards

Joe

Sent from my iPhone

On Mar 20, 2019, at 1:55 PM, yjhitek3 <yjhitek3@unitel.co.kr> wrote:

Dear Mr. Gorski,

You are in LA and meet Mike?

As you see Mike's email, we understand 50 % offset is not easy. So I revised Gentex original offset proposal as file 1. I marked up much more than original actual price, and input "know how fee" about 3M \$ and ask Gentex to add more knowhow fee of every technical document (red letter with blank).

Mike said Visor increased the price and offset price, however the portion of visor is about 5% of total pricing, and training cost is less than 1%.

At this stage, Gentex review our suggestion and much more add knowhow fee of PC, to be 70~80 % of main contract pricing, and need to go offset negotiation.

And in case of no agreement of offset value, then we had better send the letter.

Anyhow, offset does not real value, as the file 3 sample offset proposal, too much knowhow fee was proposed and to fight to accept the offset value. Generally speaking, offset price should be much more marked up compared to real value with knowhow fee. I want you to understand Gentex people regarding my thinking and the meaning of Korean offset experience.

Once Gentex send the revised proposal with more knowhow fee,
we will try to make DAPA to evaluate the offset value with
minimum financial risk of Gentex.
Need your support for this issue.
BR,
Kim

삼성 갤럭시 스마트폰에서 보냈습니다.

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From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Monday, March 25, 2019 1:55 AM
To: Hyungsoo Kim
Cc: Jinseop So; Joseph Gorski (jgorski@tradewaysusa.com); Robert McCay; yjhitek
Subject: Re: [External] Request for prompt submission of offset

Kim,
Did you send the memo about offset to DAPA?

Mike

Sent from my iPhone

On Mar 24, 2019, at 5:18 PM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

<Request for prompt submission of offset.pdf>

Dear Mike,

I am sending the request for prompt submission of offset from DAPA offset team as attached.

Best Regardsssssss,
Kim

--- Original Message ---

From : yjhitek3
To : "Mike Stump" <MStump@gentexcorp.com>
Cc : "Jinseop So" <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, "Robert McCay" <RMcCay@gentexcorp.com>, yjhitek
Date : 2019/03/21 목요일 오후 5:14:20
Subject : Re: RE: [External] Re: Offset Volume Questions

Dear Mike,

We fully understand Gentex position regarding offset requirements. We agreed that there should be no financial risk in the offset proposal.

We had internal meeting and then consulted with offset people about current difficult situation.

We were advised as follows :

- . **First** , need to submit offset draft to DAPA for review.
- . **Second**, face to face meeting with Gentex/ DAPA offset team to understand Gentex offset

value/difficulties.

* Offset is always not easy, and I do not believe there were the programs that were not contracted due to offset problem. YoungJin will do our best to finalize offset issue.

. **Third**, in case we do not meet offset requirement, PP-II offset program can go to DAPA offset committee.

- DAPA offset committee : decide to accept or not to accept the evaluated offset amount.

- If not accepted at DAPA offset committee : DAPA IPT decides to cancel PP-II program.

. **Fourth**, DAPA NBC IPT may issue new RFP upon DAPA procedure again.

Generally speaking, also through our offset negotiation experiences with DAPA , offset amount always had been provided with much, much higher price than actual price, and most offset value consisted of knowhow fee of development, technical document with knowhow fee and much marked up prices and other possible values.

So to speak, offset volume is normally provided with very highly pushed up price and start negotiation.

Our suggestion to minimize Gentex financial risk ;

1. Prepare offset draft with minimum (or no) financial risk regardless 50% offset volume.

- Technical Document : Add knowhow fee of each technical document (21 items) to Technical Document part.

- . The knowhow fee of 21 items : can be as much as possible, and to cover Gentex financial risk part.

- Equipment and Tools detail : This part needs the money to purchase and deliver to local company (or customers).

- . In order to reduce the money : Delete not necessary items or reduce the quantity, increase actual price as well.

- Knowhow fee of JAFP : Increase the cost/knowhow fee of each development phase (Duration, Man-hours, Cost).

- Etc.

2. Add other available items, which were not valued in the main proposal or training/education and T&E support, to offset item.

- Expenses and related knowhow fee, etc.

3. Anyhow, when Gentex send us updated offset draft, we will check and discuss with Gentex for final version of draft. YJHITEK will contact DAPA offset team for the draft review, and then arrange the face to face meeting with Gentex main contract /offset contract team accordingly.

This is final stage, we recommend you to send the updated draft to us asap, we will be handling the offset issue. And will arrange DAPA negotiation meeting accordingly.

Let's finalize and sign the contracts in April!

Best Regards,

Kim

--- Original Message ---

From : "Mike Stump"<MStump@gentexcorp.com>

To : "Hyungsoo Kim"<yjhitek3@unitel.co.kr>

Cc : "Jinseop So"<yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)"<jgorski@tradewaysusa.com>, "Robert McCay"<RMcCay@gentexcorp.com>, yjhitek

Date : 2019/03/21 목요일 오전 12:21:50

Subject : RE: [External] Re: Offset Volume Questions

Kim,

The problem is we have applied the changes you outlined and we are not compliant with the 50% due to the price increases of the proposal due to DAPA requests for increased scope of the project (JHMCS visors, 3x the

original training, etc) and my executive team is not willing to accept the financial risk associated with achieving 50% Offset Requirement. There was a lot of risk in the original Offset Proposal but now the risk has increased

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX[®] Corporation

9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580

Fax: (909) 481-7759

mstump@gentexcorp.com

<http://www.gentexcorp.com>

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From: Hyungsoo Kim <yjhitek3@unitel.co.kr>

Sent: Tuesday, March 19, 2019 11:00 PM

To: Mike Stump <MStump@gentexcorp.com>

Cc: Jinseop So <yjhitek.jin@gmail.com>; Joseph Gorski (jgorski@tradewaysusa.com)

<jgorski@tradewaysusa.com>; Robert McCay <RMcCay@gentexcorp.com>; yjhitek <yjhitek@unitel.co.kr>

Subject: [External] Re: Offset Volume Questions

Dear Mike,

We reviewed the letter and the letter is OK, however, this time is to provide draft of offset proposal and need to talk about offset proposal instead of letter. The letter can be forwarded to DAPA during or after offset negotiation.

We reviewed both Gentex original proposal and DAPA offset team's review result (upon DAPA offset guideline), and there were some misunderstanding of multipliers and etc..

We checked Gentex proposal and offset guideline, and revised offset proposal as attached file 1 (similar proposal already sent Gentex on 19 Nov, 2018 for offset preparation).

We understand attached 1 could meet offset guideline (multiplier and applied items, etc), even though we input lots of knowhow fee of technical documents, and marked-up the actual price of the items of your original volume to meet 50% value.

means that negotiation can start.

We would like Gentex to prepare the draft after reviewing file 1 and 2 and adjusting the value. And then the proposed offset value will be evaluated and negotiated during the offset meeting by offset team.

For your reference, for the sample of offset proposal attached file 3 that we did with DAPA offset team before, as you can see the attached, lots of offset portion is a part of offset amount. We revised actual value of items **based upon Gentex original value**.

If it does make a sense, please send us the draft asap.

On the other hand, could you send us what Gentex prepared the draft until now for us to review?

Once we submit to DAPA offset team, we will do our best to understand the value.

As I said, SG Safety Corp. (NBC mask/PC production local company) is interested in offset program with Gentex.

Let's have conference call after you review our revised offset suggestion.

Best Regards,
Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : "Jinseop So" <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, "Robert McCay" <RMcCay@gentexcorp.com>

Date : 2019/03/20 수요일 오전 1:39:22

Subject : Offset Volume Questions

Kim,

Please see attached letter to DAPA with questions about the Offset Volume. Please review before you forward to DAPA and if you have any questions, let's talk.

Thanks,

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX[®] Corporation

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Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
Phone : 82-31-717-6451~2
Fax : 82-31-717-6453
Mobile: 82-10-8600-8956 (NEW)

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From: Robert McCay <RMcCay@gentexcorp.com>

Sent: Sun, Apr 28, 2019 at 8:51 pm

To: jgorski@tradewaysusa.com

Cc: Mike Stump

Thank you Joe.

As Kim explained the offset requirement is onerous, carries too much risk, customer had mentioned previously they understood it to be too onerous, etc. Kim and Jinseop were going to think through further following our call and will let me know this coming week availability to discuss further. In the meantime we are working to finalize the draft contract.

Separate of this we can connect either May 6, 7 or 8 to follow up on our last conversation regarding the agreement.

Robert.

From: jgorski@tradewaysusa.com <jgorski@tradewaysusa.com>

Sent: Sunday, April 28, 2019 8:02 AM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Mike Stump <MStump@gentexcorp.com>; jgorski@tradewaysusa.com

Subject: [External] FW: Offset volume

Dear Robert,

1. Please see message below from Kim.

2. We (Tradeways and Young Jin Hitek) agree to cover 50% of the offset penalty up to grand total of \$450,000.

3. Hope you are sending draft contract to Kim now.

Best Regards

Joe Gorski

-----Original Message-----

From: "yjhitek3" <yjhitek3@unitel.co.kr>

Sent: Sunday, April 28, 2019 6:11am

To: "Joseph Gorski" <jgorski@tradewaysusa.com>

Subject: Offset volume

Dear Mr. Gorski,

We and Mr. Robert had a con. call, and Mike did not join yesterday.

We explained if 10 % offset is sent to DAPA, PP-II program will be disqualified, and no main contract negotiation, either.

Robert and Gentex think , in case of offset volume, they have very low margin because they proposed low pricing of PP-II RFP, and do not want offset volume, even though they are interested in this program.

Mike said Mr. Robert is responsible for Offset (and I understand Don is PM of Offset as well)

Don's 10% offset items of proposal is only what I suggested during/after T&E to sum up the offset volume, as you see the offset volume, only included Operational Manual of TACAIR Res., Survitec Manual, and T&E Support. There is nothing what Gentex prepared for offset.

Don's 10% (1.5M) offset can not make 9M offset volume.

Mike asked some potential lists for offset items, I am not sure cced you early April.

I believe if those potential lists can be added, we expand the volume more than 50~ 70 %.

After our internal discussion tomorrow, we will recommend : 1st, send main contract draft to start main contract negotiation through face to face meeting (Gentex team need to come negotiate).

2nd, prepare 50% offset volume in oder to negotiate, and we will recommend potential lists that could minimize actual value.

If you can recommend some valuable items, it could be helpful

From: Jason Gilligan [mailto:jgilligan@gentexcorp.com]
Sent: Wednesday, April 10, 2019 3:08 PM
To: Joe Gorski
Subject: Re: Tradeways

Hello Joe,

Your inquiry has been received. Prior to any more communication, I will have an internal meeting with a few stake holders later this month. We will not be able to discuss prior.

Regards,
Jason

On Apr 9, 2019, at 12:54 PM, Joe Gorski <jgorski@tradewaysusa.com> wrote:

Jason,

Unable to reach you by phone yesterday and today. Please call me 410 320 1438

Regards
Joe Gorski
Tradeways

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-----Original Message-----

From: jgorski@tradewaysusa.com
Sent: Monday, April 29, 2019 9:31am
To: "Robert McCay" <rmccay@gentexcorp.com>
Cc: mstump@gentexcorp.com
Subject: : Offset - additional items

Robert,

Perhaps you can draft a new offset offer based on some of the items on Mike's list. Then it could be negotiated in Korea after the Tacair production contract is signed. I believe they want to sign the contract during this month.

Regards

Joe

-----Original Message-----

From: "yjhitek3" <yjhitek3@unitel.co.kr>
Sent: Sunday, April 28, 2019 6:14am
To: "Joseph Gorski" <jgorski@tradewaysusa.com>
Subject: Fwd: RE: Re: [External] Re: Offset Question

Below email was from Mike, the lists can be considered as additional offset items.

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Mike Stump <MStump@gentexcorp.com>
날짜: 19/4/3 오전 6:53 (GMT+09:00)
받은 사람: Hyungsoo Kim <yjhitek3@unitel.co.kr>
참조: Jinseop So <yjhitek.jin@gmail.com>, yjhitek <yjhitek@unitel.co.kr>
제목: RE: Re: [External] Re: Offset Question

Kim,

Here is the potential list (all or some good potentially be included):

Rotary Wing Helmet (RWH) - upgraded HGU-56/P current US Army helmet for rotary wing aircraft

Aircrew Ballistic Helmet (ABH) – HGU-56/P with enhanced ballistic fragmentation protection. US Air Force will be adopting this for all of their rotary wing aircraft

Life Support Integrated Tester (LSIT) and Self-Contained Air Source (SCAS)

Mask Light for MBU-20/P – Provides NVG compatible light source that is lip activated inside the mask. Currently in use in USAF

Rotatable Receiver for HGU-55/P – new bayonet receiver design for easy mask fitting and adjustment. Currently in use in USAF

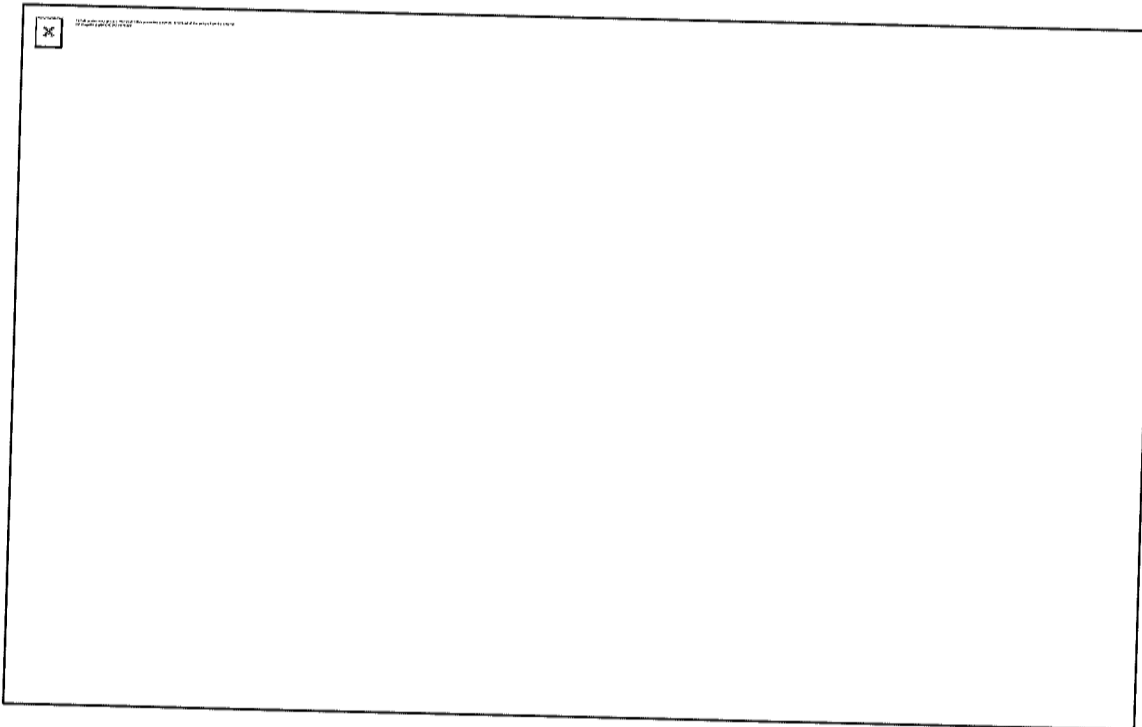
Mike Stump

Director of Product Management - Aircrew Systems

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mstump@gentexcorp.com
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From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Sent: Sunday, March 31, 2019 5:30 PM
To: Mike Stump <MStump@gentexcorp.com>
Cc: Jinseop So <yjhitek.jin@gmail.com>; yjhitek <yjhitek@unitel.co.kr>
Subject: Re: Re: [External] Re: Offset Question

Dear Mike,

Please send us the list of products so that I can ask AF/DAPA.

Best Regards,
Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "yjhitek3"<yjhitek3@unitel.co.kr>
Cc : "Jinseop So"<yjhitek.jin@gmail.com>

Date : 2019/03/30 토요일 오전 7:13:07

Subject : Re: [External] Re: Offset Question

My understanding is that if the AF says they are interested it will be accepted so we'd want you to make sure the AF says yes if they get the call from DAPA. I'll send you the list of products that we would offer.

Mike

Sent from my iPhone

On Mar 29, 2019, at 3:10 PM, yjhitek3 <yjhitek3@unitel.co.kr> wrote:

Dear Mike,
Anyhow, provide it if you can as well.
BR,
Kim

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Mike Stump <MStump@gentexcorp.com>

날짜: 19/3/30 오전 12:59 (GMT+09:00)

받은 사람: Hyungsoo Kim <yjhitek3@unitel.co.kr>, Jinseop So <yjhitek.jin@gmail.com>

제목: Offset Question

Kim/Jinseop,

During one of our discussions with Sun about Offset, he mentioned that if GENTEX provided samples of new products that the RoKAF is interested in for testing/evaluation that this could count towards the offset. Is this correct? If so, we could look to provide a bunch of new products that other countries are using (including US and NATO), along with manuals & training, and associated know-how fee. Please let me know ASAP.

Mike Stump

Director of Product Management - Aircrew Systems

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-----Original Message-----

From: jgorski@tradewaysusa.com
Sent: Monday, April 29, 2019 9:25am
To: "Robert McCay" <RMcCay@gentexcorp.com>
Cc: mstump@gentexcorp.com
Subject: Offset

Dear Robert,

1. The need for the draft contract is urgent. Hope you can send it to Kim today or tomorrow.
2. I don't know whether this will help re offset. But there is a requirement in South Korea for about 400,000 chemical suits for the Army. Our understanding is Samyang had a contract based on copying Saratoga product but failed tests. Tradeways has been working with another Korean company to make suits under a co-production of license from Phoenix in Virginia. John Pullo knows them. Some years ago they purchased Gentex's suit technology. Perhaps this is something that could be offered as offset.
Just a thought/an idea. We have not discussed this with Phoenix nor the Koean manufacturer.

Regards

Joe

-----Original Message-----

From: "Robert McCay" <RMcCay@gentexcorp.com>
Sent: Sunday, April 28, 2019 8:51pm
To: "jgorski@tradewaysusa.com" <jgorski@tradewaysusa.com>
Cc: "Mike Stump" <MStump@gentexcorp.com>
Subject: RE: [External] FW: Offset volume

Thank you Joe.

As Kim explained the offset requirement is onerous, carries too much risk, customer had mentioned previously they understood it to be too onerous, etc. Kim and Jinseop were going to think through further following our call and will let me know this coming week availability to discuss further. In the meantime we are working to finalize the draft contact.

Separate of this we can connect either May 6, 7 or 8 to follow up on our last conversation regarding the agreement.

Robert.

From: jgorski@tradewaysusa.com <jgorski@tradewaysusa.com>
Sent: Sunday, April 28, 2019 8:02 AM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Mike Stump <MStump@gentexcorp.com>; jgorski@tradewaysusa.com
Subject: [External] FW: Offset volume

Dear Robert,

1. Please see message below from Kim.

2. We (Tradeways and Young Jin Hitek) agree to cover 50% of the offset penalty up to grand total of \$450,000.

3. Hope you are sending draft contract to Kim now.

Best Regards
Joe Gorski

-----Original Message-----

From: "yjhitek3" <yjhitek3@unitel.co.kr>

Sent: Sunday, April 28, 2019 6:11am

To: "Joseph Gorski" <jgorski@tradewaysusa.com>

Subject: Offset volume

Dear Mr. Gorski,

We and Mr. Robert had a con. call, and Mike did not join yesterday.

We explained if 10 % offset is sent to DAPA, PP-II program will be disqualified, and no main contract negotiation, either.

Robert and Gentex think , in case of offset volume, they have very low margin because they proposed low pricing of PP-II RFP, and do not want offset volume, even though they are interested in this program.

Mike said Mr. Robert is responsible for Offset (and I understand Don is PM of Offset as well)

Don's 10% offset items of proposal is only what I suggested during/after T&E to sum up the offset volume, as you see the offset volume, only included Operational Manual of TACAIR Res., Survitec Manual, and T&E Support. There is nothing what Gentex prepared for offset.

Don's 10% (1.5M) offset can not make 9M offset volume.

Mike asked some potential lists for offset items, I am not sure cced you early April.

I believe if those potential lists can be added, we expand the volume more than 50~ 70 %.

After our internal discussion tomorrow, we will recommend : 1st, send main contract draft to start main contract negotiation through face to face meeting (Gentex team need to come negotiate).

2nd, prepare 50% offset volume in order to negotiate, and we will recommend potential lists that could minimize actual value.

If you can recommend some valuable items, it could be helpful

FYR, YJHITEK is willing to pay for 25% offset penalty as Gentex suggested.

Anyhow, we have to submit more than 50% offser volume.

In terms of offset 50% amount, if Gentex and we are too frank, offset can not be met.

I like you to make Robert and Don understand the offset concept.

I will forward the email regarding potential lists from Mike.

BR,

Kim

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From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Wednesday, May 15, 2019 5:17 PM
To: Joe Gorski
Subject: Re: [External] FW: Offset

Joe - our focus is on working on the draft contract. Will work that first.

Sent from my iPhone

Robert McCay

On May 15, 2019, at 1:11 PM, Joe Gorski <jgorski@tradewaysusa.com> wrote:

Robeert,
Would appreciate your response today to my May 12 message if at all possible.
Regards
Joe

From: Joe Gorski [mailto:jgorski@tradewaysusa.com]
Sent: Sunday, May 12, 2019 9:37 AM
To: 'rmccay@gentexcorp.com'
Subject: Offset

Dear Robert,

In light of DAPA's message re offset, please confirm Gentex will now propose new 50% offset proposal. We need to tell Kim something.

Can Tradeways help with the offset?

We mentioned our involvement in a Korean need for chemical protective suits. We gave a oridyct that is based on Gentex technology and we have a capable Korean manufacturing partner. I will resend the message about that. Do you consider that a possibility or not?

Another idea for your consideration. Tradeways delivered 50,000 gas masks to the UAE military. We had the mask carriers made in Korea. The quality was good. Perhaps an offset proposal could be made

to license manufacture of mask carriers. A strong marketing effort could be launched to sell the Korean product to gas mask manufacturers in the USA and Europe. Tradeways has a relationship with Camelbak and have sold their products in the Middle East. The webbing portion of their product is made in the Philippines. Perhaps they would buy from Korea if the price was right. There are other product possibilities such as military backpacks.

Please advise

Regards

Joe Gorski

Tradeways

From: Hyungsoo Kim [mailto:yjhitek3@unitel.co.kr]

Sent: Friday, May 10, 2019 4:47 AM

To: Robert McCay

Cc: Mike Stump; Don Tourtellott; Joseph Gorski; yjhitek; yjhitek.jin@gmail.com

Subject: Re: RE: Offset

Dear Robert,

Please find attached, DAPA offset team's official letter regarding submission of modified offset proposal after reviewing 10% offset draft.

Best Regards,
Kim

--- Original Message ---

From : ""이선주""<zoo106@korea.kr>

To : "Hyungsoo Kim"<yjhitek3@unitel.co.kr>

Date : 2019/05/10 금요일 오후 5:17:26

Subject : RE: Offset

안녕하세요, GENTEX사에 아래 내용과 문서를 전달부탁드립니다.
즐거운 주말 보내시기 바랍니다!

안녕하세요, 방위사업청 절충교역과 이선주입니다.

절충교역 의무 이행을 위한 귀 사의 노력에 감사드립니다.

귀 사의 서한 및 제안서를 검토하고 불임과 같이 청의 의견을 회신하오니 참고하시기 바랍니다.
문서에서 명시한 바와 같이 절충교역 적용비율은 기본계약 예상금액의 50% 이상입니다.
따라서 의무가치를 충족할 수 있도록 수정 제안서 제출을 요청드립니다.

제출해주신 제안서 상 KIP가 명시되어 있지 않으므로, 관련 부분도 확인 부탁드립니다.
또한 1부 합의각서 조항은 조종사보호의세트-II사업의 절충교역 제안요청서 상 양식을 참고하여
작성하여 주시기 바랍니다.
혹시 필요하시다면 워드파일로 송부해 드리겠습니다.

기본계약 체결 전 실종교역 합의각서가 체결되어야 하므로, 빠른 시일 내 수정제안서를 제출하여 주시기를 당부드립니다.

문의사항이 있으시면 언제든지 연락주시기 바랍니다.

감사합니다.

Hello. This is Sun-ju Lee of the DAPA Offset Division.

Thank you for all of your efforts in support of offset implementations.

DAPA hereby provides its feedback on the submitted letter and proposal and thus please take the items into consideration.

As stated in the letter, the offset ratio shall be no less than 50% of the main contract estimated contract amount.

Therefore, please submit a modified proposal that may satisfy the offset obligation amount.

Per the submitted proposal, the KIP is not stated and thus please confirm this aspect as well.

In addition, please refer to the template included in the Pilot Protection Suit-II Offset RFP whilst drafting the part 1 MOA terms and conditions.

If required, I would be glad to send a word file copy.

The offset MOA must be signed before the main contract can be concluded and thus we ask that the modified proposal be submitted in the near future.

Please feel free to contact me should you have any questions.

Thank you.

● <image001.jpg>의 내용을 참조하십시오

<image001.jpg>

Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director
Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaek-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
Phone : 82-31-717-6451~2
Fax : 82-31-717-6453
Mobile: 82-10-8600-8956 (NEW)

<Request for submission of modified offset proposal.pdf>

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From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Thursday, March 21, 2019 6:11 PM
To: Joseph Gorski
Subject: RE: [External] 10% vs 50%

Thanks Joe but Camlock was disqualified twice.

I'm not sure what "For offset bond 10 % for the period, it is not much and short period, and most of cases, no offset bond forfeit, DAPA/ local company are not much concerend about offset performance issue after offset contract. DAPA focus on main contract P bond instead of offset bond" Kim means since it is almost \$1M US and 'most of cases' and 'not much concerned' is risk. Is Tradeways or Young Jin Hitek willing to guarantee that this won't happen and reimburse Gentex if it does?

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX[®] Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
Fax: (909) 481-7759
mstump@gentexcorp.com
<http://www.gentexcorp.com>

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Stockholm, Sweden



AAAA (Apr 14th - 16th)
Nashville, TN | Booth #950



ASMA (May 5th - 9th)
Las Vegas, NV | Booth #310

From: Joseph Gorski <jgorski@tradewaysusa.com>
Sent: Thursday, March 21, 2019 3:05 PM
To: Mike Stump <MStump@gentexcorp.com>
Subject: [External] 10% vs 50%

FYI

Sent from my iPhone

Begin forwarded message:

From: yjhitek3 <yjhitek3@unitel.co.kr>
Date: March 21, 2019 at 2:57:07 PM PDT
To: Joseph Gorski <jgorski@tradewaysusa.com>
Subject: Re: Gentex meeting

Dear Mr. Gorski,

If program is sole source, 10% offset is correct.

For PP-II program, Camlock is a obstacle to block for us to go with sole source.

When DAPA IPT issue the new RFP, because only Gentex passed T&E and did not meet 50% offset, in case of new RFP, Camlock is able to participate in the new RFP again in order to block Gentex, even though Camlock dropped out during the previous proposal review, Camlock can join the new RFP, this is also DAPA policy that DAPA IPT can not block Camlock not to participate in the Bidding.

In this case, open bidding, 50 % offset again, this is complicated, and we / DAPA are concerned.

For offset bond 10 % for the period, it is not much and short period, and most of cases, no offset bond forfeit, DAPA/ local company are not much concerend about offset performance issue after offset contract.

DAPA focus on main contract P bond instead of offset bond.

BR,
Kim

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Joseph Gorski <jgorski@tradewaysusa.com>

날짜: 19/3/22 오전 6:17 (GMT+09:00)

받은 사람: Hyung-Soo kim <yjhitek3@unitel.co.kr>

제목: Gentex meeting

Col Kim

Mike will call you today.

Said offset requirement is 10% if requirement goes sole source. Since it went to sole source can offset be 10% instead of 50%?

Seeks clarification re offset terms you have suggested.

Worried about possibility of having to forfeit \$900,000 offset bond

The contract draft and offset draft are just about ready

Please let me know how the phone call goes.

Best Regards

Joe

Sent from my iPhone

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From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Monday, March 25, 2019 2:32 AM
To: Joseph Gorski
Subject: Fwd: [External] Request for prompt submission of offset

What is going on here?

Mike

Sent from my iPhone

Begin forwarded message:

From: yjhitek3 <yjhitek3@unitel.co.kr>
Date: March 24, 2019 at 11:27:55 PM PDT
To: Mike Stump <MStump@gentexcorp.com>
Cc: Jinseop So <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, Robert McCay <RMcCay@gentexcorp.com>, yjhitek <yjhitek@unitel.co.kr>
Subject: Re: [External] Request for prompt submission of offset

Not yet.

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Mike Stump <MStump@gentexcorp.com>
날짜: 19/3/25 오후 2:55 (GMT+09:00)
받은 사람: Hyungsoo Kim <yjhitek3@unitel.co.kr>
참조: Jinseop So <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, Robert McCay <RMcCay@gentexcorp.com>, yjhitek <yjhitek@unitel.co.kr>
제목: Re: [External] Request for prompt submission of offset

Kim,

Mike

Sent from my iPhone

On Mar 24, 2019, at 5:18 PM, Hyungsoo Kim <yjhitek3@unitel.co.kr> wrote:

<Request for prompt submission of offset.pdf>

Dear Mike,

I am sending the request for prompt submission of offset from DAPA offset team as attached.

Best Regardssssss,
Kim

--- Original Message ---

From : yjhitek3

To : "Mike Stump" <MStump@gentexcorp.com>

Cc : "Jinseop So" <yjhitek.jin@gmail.com>, "Joseph Gorski
(jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, "Robert
McCay" <RMcCay@gentexcorp.com>, yjhitek

Date : 2019/03/21 목요일 오후 5:14:20

Subject : Re: RE: [External] Re: Offset Volume Questions

Dear Mike,

We fully understand Gentex position regarding offset requirements. We agreed that there should be no financial risk in the offset proposal.

We had internal meeting and then consulted with offset people about current difficult situation.

We were advised as follows :

- . **First**, need to submit offset draft to DAPA for review.
- . **Second**, face to face meeting with Gentex/ DAPA offset team to understand Gentex offset value/difficulties.
 - * Offset is always not easy, and I do not believe there were the programs that were not contracted due to offset problem. YoungJin will do our best to finalize offset issue.
- . **Third**, in case we do not meet offset requirement, PP-II offset program can go to DAPA offset committee.
 - DAPA offset committee : decide to accept or not to accept the evaluated offset amount.
 - If not accepted at DAPA offset committee : DAPA IPT decides to cancel PP-II program.
- . **Fourth**, DAPA NBC IPT may issue new RFP upon DAPA procedure again.

Generally speaking, also through our offset negotiation experiences with DAPA, offset amount always had been provided with much, much higher price than actual price, and most offset value consisted of knowhow fee of development, technical document with knowhow fee and much marked up prices and other possible values.

So to speak, offset volume is normally provided with very highly pushed up price and start negotiation.

Our suggestion to minimize Gentex financial risk ;

1. Prepare offset draft with minimum (or no) financial risk regardless 50% offset volume.
 - Technical Document : Add knowhow fee of each technical document (21 items) to Technical Document part.

- Equipment and Tools detail : This part needs the money to purchase and deliver to local company (or customers).

- . In order to reduce the money : Delete not necessary items or reduce the quantity, increase actual price as well.

- Knowhow fee of JAFP : Increase the cost/knowhow fee of each development phase (Duration, Man-hours, Cost).

- Etc.

2. Add other available items, which were not valued in the main proposal or training/education and T&E support, to offset item.

- Expenses and related knowhow fee, etc.

3. Anyhow, when Gentex send us updated offset draft, we will check and discuss with Gentex for final version of draft. YJHITEK will contact DAPA offset team for the draft review, and then arrange the face to face meeting with Gentex main contract /offset contract team accordingly.

This is final stage, we recommend you to send the updated draft to us asap, we will be handling the offset issue. And will arrange DAPA negotiation meeting accordingly. Let's finalize and sign the contracts in April!

Best Regards,
Kim

--- Original Message ---

From : "Mike Stump"<MStump@gentexcorp.com>

To : "Hyungsoo Kim"<yjhitek3@unitel.co.kr>

Cc : "Jinseop So"<yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)"<jgorski@tradewaysusa.com>, "Robert McCay"<RMcCay@gentexcorp.com>, yjhitek

Date : 2019/03/21 목요일 오전 12:21:50

Subject : RE: [External] Re: Offset Volume Questions

Kim,

The problem is we have applied the changes you outlined and we are not compliant with the 50% due to price increases of the proposal due to DAPA requests for increased scope of the project (JHMCS visors original training, etc) and my executive team is not willing to accept the financial risk associated with a 50% Offset Requirement. There was a lot of risk in the original Offset Proposal but now the risk has increased.

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX[®] Corporation

9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

mstump@gentexcorp.com

<http://www.gentexcorp.com>

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From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Sent: Tuesday, March 19, 2019 11:00 PM
To: Mike Stump <MStump@gentexcorp.com>
Cc: Jinseop So <yjhitek.jin@gmail.com>; Joseph Gorski (jgorski@tradewaysusa.com)
<jgorski@tradewaysusa.com>; Robert McCay <RMcCay@gentexcorp.com>; yjhitek <yjhitek@unitel.co.kr>
Subject: [External] Re: Offset Volume Questions

Dear Mike,

We reviewed the letter and the letter is OK, however, this time is to provide draft of offset proposal and need to talk a proposal instead of letter. The letter can be forwarded to DAPA during or after offset negotiation.

We reviewed both Gentex original proposal and DAPA offset team's review result (upon DAPA offset guideline), and were some misunderstanding of multipliers and etc..

We checked Gentex proposal and offset guideline, and revised offset proposal as attached file 1 (similar proposal already sent to Gentex on 19 Nov, 2018 for offset preparation).

We understand attached 1 could meet offset guideline (multiplier and applied items, etc), even though we input lots of knowhow fee of technical documents, and marked-up the actual price of the items of your original volume to meet 50% means that negotiation can start.

We would like Gentex to prepare the draft after reviewing file 1 and 2 and adjusting the value. And then the proposed value will be evaluated and negotiated during the offset meeting by offset team.

For your reference, for the sample of offset proposal attached file 3 that we did with DAPA offset team before, as you see the attached, lots of offset portion is a part of offset amount. We revised actual value of items **based upon Gentex original value**.

If it does make a sense, please send us the draft asap.

On the other hand, could you send us what Gentex prepared the draft until now for us to review?

Once we submit to DAPA offset team, we will do our best to understand the value.

As I said, SG Safety Corp. (NBC mask/PC production local company) is interested in offset program with Gentex.

Let's have conference call after you review our revised offset suggestion.

Best Regards,
Kim

--- Original Message ---

From : "Mike Stump" <MStump@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : "Jinseop So" <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, "Robert McCay" <RMcCay@gentexcorp.com>

Date : 2019/03/20 수요일 오전 1:39:22

Subject : Offset Volume Questions

Kim,

Please see attached letter to DAPA with questions about the Offset Volume. Please review before you to DAPA and if you have any questions, let's talk.

Thanks,

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX⁷ Corporation

9859 7th Street, Rancho Cucamonga, CA 91730

Phone: (909) 481-7667 Ext. 3580

Fax: (909) 481-7759

mstump@gentexcorp.com

<http://www.gentexcorp.com>

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Case 3:22-cv-00727-KM Document 1-2 Filed 05/17/22 Page 45 of 330
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Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

TraPalace # 632, 234 Hwangsaеul-ro, Bundang-gu,

Seongnam-si, Gyeonggi-do, Korea (zip 13595)

Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

Mobile: 82-10-8600-8956 (NEW)

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Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,

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-----Original Message-----

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Wednesday, March 27, 2019 4:20 PM
To: Joseph Gorski (jgorski@tradewaysusa.com)
Subject: Meeting

Joe,

The meeting has been postponed until tomorrow but the it looks like we will get approval to submit all documents.

Mike Stump
Director of Product Management - Aircrew Systems
GENTEX(r) Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
Fax: (909) 481-7759
mstump@gentexcorp.com<mailto:mstump@gentexcorp.com>
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[cid:image002.jpg@01D4D203.147761D0]

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Person as defined by the International Traffic in Arms Regulations, 22 CFR 120-130, unless prior export authorization is obtained."

From: Hyungsoo Kim [mailto:yjhitek3@unitel.co.kr]
Sent: Monday, June 17, 2019 8:04 PM
To: Joe Gorski
Subject: Re: did you receive a reply from Gentex?

Dear Mr. Gorski,

Gentex reaction takes much time to modify draft, we have to hurry up for the draft negotiation and offset volume preparation.

Best Regards,
Kim

--- Original Message ---

From : "Joe Gorski" <jgorski@tradewaysusa.com>
To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>
Date : 2019/06/18 화요일 오전 4:30:34
Subject : did you receive a reply from Gentex?

Dear Col Kim,

Did you receive a reply to your June 3 message?

Best Regards
Joe Gorski

From: Hyungsoo Kim [mailto:yjhitek3@unitel.co.kr]
Sent: Thursday, June 13, 2019 9:32 PM
To: Joseph Gorski
Subject: Fwd: Re: Re: RE: [External] Re: F2F meeting with DAPA for main draft

Dear Mr. Gorski,

FYR.

Best Regards,
Kim

--- Original Message ---

From : yjhitek3
To : "Robert McCay" <RMcCay@gentexcorp.com>
Cc : yjhitek.jin@gmail.com, "Scott P. Witherow" <switherow@gentexcorp.com>, yjhitek, "Don Tourtellott" <dtourtellott@gentexcorp.com>.

Date : 2019/06/13 목요일 오후 1:57:03

Subject : Re: Re: RE: [External] Re: F2F meeting with DAPA for main draft

Dear Robert,

Our comment on Gentex draft and DAPA contract team's review.

Part 1. General T&C

A. ER-70~92 related clauses : And again, as DAPA Contract team said, any ER shall not be changed.

B. Sample of Clause 4. Performance of this contract

: Gentex deleted " and if required, obtain the approval from the governments of other countries related thereto "

- DAPA's General T&C is related to all the foreign defense companies, not only for PP-II program.

For example through our experiences, when Israeli Companies export weapon systems to Korea (DAPA), some of the items should get the E/L of US State Department, this clause is related to this case. For PP-II program of Gentex, this clause is not related.

- YJ Comment :

. Gentex does not need to mention about the clauses of General T&C that are not related to Gentex.

. If Gentex has any opinion of other clauses excluding ER clauses, please input the opinion in special schedules of T&C

3. Regarding ER-82 (Clause 22. Warranty)

- The Gentex TACAIR Respirator conforms to the US Government requirements establishing a 10 year shelf life for JSAM-JSF, provided that the product is stored in a suitable storage facility, unopened and in the supplied container and sealed bag without vacuum. Gentex warrants that the commodity shall be free from defects in material and/or workmanship under normal use and service for a period of 18 months following the date of delivery. Notwithstanding anything herein stated, the warranty period shall be fixed for the period specified above. It shall not be extended, renewed, or otherwise modified, except by mutual agreement of the parties.

- YJ Comment :

. We like Gentex to Include this article in Schedule 22 of (Special) Schedules of Terms & Conditions Part at F2F meeting agenda for 10 years' 10% P-Bond.

. DAPA will insist on 10 years warranty and 10 years 10% P-Bond, on the other hand, ROKAF will inspect all TACAIR masks every 18 months after opening sealed bag in accordance with Gentex Maintenance Manual. So we recommend to discuss about 10 years 10% P-bond at F2F meeting.

1) 10% P-Bond : until the 1st inspection time (18 or 20 months after last delivery).

2) 2 or 3 % Warranty Bond, instead of 10% P-Bond, for the rest warranty period of 7 or 8 years.

* To keep 10 years warranty period with 2~3% Warranty Bond instead of 10% P-Bond for the warranty period.

Part 2. (Special) Schedules of Terms & Conditions

1. Clause 4,5,7,8,13 and 22 : These clauses are also ER related clauses, I checked with DAPA contract team. For Gentex opinion, anyhow suggest at F2F meeting.

2. Other clauses 10, 26, 27, 34 and Article 40, 41.

- Clause 10 : Not related to Gentex.

- Other clauses 26, 27, 34 and Article 40, 41 : I included in special schedules of T&C, and to discuss at F2F meeting. Please review the attached.

For F2F meeting process, both DAPA and Gentex team check and discuss, one by one, questionable T&Cs and price breakdown and others. We were told that decision maker had better join the negotiation to finalize all T&C and price negotiation at the F2F meeting.

Today, DAPA called us to start meeting from Monday, June 24. Please let us know this possibility.

Best Regards,
Kim

--- Original Message ---

From : yjhitek3

To : "Robert McCay"<RMcCay@gentexcorp.com>

Cc : yjhitek.jin@gmail.com, "Scott P. Witherow"<switherow@gentexcorp.com>, yjhitek, "Don Tourtellott"<dtourtellott@gentexcorp.com>, "Mike Stump"<MStump@gentexcorp.com>

Date : 2019/06/12 수요일 오후 2:17:59

Subject : Re: RE: [External] Re: F2F meeting with DAPA for main draft

Dear Robert,

Please see the email below.

Best Regards,
Kim

--- Original Message ---

From : "Robert McCay" <RMcCay@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : yjhitek.jin@gmail.com, "Scott P. Witherow" <switherow@gentexcorp.com>, yjhitek, "Don Tourtellott" <dtourtellott@gentexcorp.com>, "Mike Stump" <MStump@gentexcorp.com>

Date : 2019/06/12 수요일 오전 5:41:58

Subject : RE: [External] Re: F2F meeting with DAPA for main draft

Dear Kim – please see input below. Appreciate your review, coordination with DAPA as necessary and any feedback and input you can provide.

1. Regarding 1a, we agree and also believe we and DAPA are aligned on the scope of each of the changes. Do you agree? **Yes, I agree.**
2. 1b: understand and we have detail and rationale for each of the impacts to the change in price. **Yes, please prepare, but we are expecting hard to persuade DAPA team for this increased price.**
3. 1c Recommendation: we are preparing a narrative and cost breakdown outlining the elements of the price increase and short narrative for each with rationale. Do you believe it would be helpful to provide this additional insight prior to F2F and/or before finalizing date for F2F? Please advise. **We do not think you provide this additional insight to DAPA in advance, bring with this insight and explain to DAPA at F2F meeting.**
4. 2a-c: Is it possible for you to get a list of their specific comments/concerns with regard to each of T&C's markups prior to F2F and/or confirming date for F2F? This would help us prepare for the F2F. **Please see the email from Ms. Moon of POC of DAPA contract team, I will send the email.**
 - a. Do you recommend any dialog or discussion with DAPA on any of the T&C aspects prior to F2F and/or confirming date for F2F? **Regarding ER-70~92 of RFP (refer to Ms. Moon's email), Gentex' proposal was submitted to DAPA with full satisfactory of all ERs, and all ERs except T&C item (ER-70~92) had been proved and accepted by DAPA/T&E team. DAPA contract team believe Gentex agreed to meet all ERs including ERs of T&C. And now, DAPA contract team told us , if Gentex is going to change anyone of T&C of ER-70~92, Gentex will be considered as " inappropriate equipment" and contract cannot be signed, even though Gentex TACAIR Respirator was decided as "suitable for combat". We consulted with DAPA contract people about the ER modification of T&Cs, large defense companies of USA, Europe, and other countries are complying with DAPA's RFP and satisfactory of all ERs including specified T&C items in order to negotiate price and other T&Cs. Ms. Oh , PM of DAPA IPT, explained to me about your modification of ERs of T&C, if the bad case, in case of no contract of PP-II program and new RFP release, ER-70~92 items also should be included in the new RFP, this cannot be changed.**
5. F2F: it would be helpful if you could gain insight on the following in support of the F2F. This additional input will help us prepare, finalize plans and determine how best to support the F2F
 - a. Draft Agenda from DAPA. **Please see the email from Ms. Moon**
 - b. Meeting Expectations and Desired Outcomes – specifically what is DAPA's expected outcome at the conclusion of the F2F. **DAPA IPT and Contract team expect to finalize all T&C and price negotiation with remaining the signing, final signing will be signed after offset contract completion.**

- c. Summary of process relative to F2F and next steps following F2F anticipated including key events and timing of those events from now until contract signing. **DAPA want Gentex to go to Korea first and start F2F negotiation with DAPA asap , next week is possible, for T&C and price negotiation.**
 - d. Does DAPA expect to complete contract signing at conclusion of F2F? **Of course, complete all T&C and price only except official signing until offset contract completion.**
6. Any additional input and recommendations you and your team have to help us prepare. **We consulted with DAPA contract people about the ER modification of T&Cs, large defense companies of USA, Europe, and other countries have been complying with DAPA's RFP and satisfactory of all ERs including specified T&C items in order to negotiate price and other T&Cs. We recommend Gentex to accept ER-70~92 and concentrate more in price negotiation for better result and for near future ROKAF programs such as F-35, KFX (KAI development), etc. Nevertheless, if there is any clauses which is absolutely unacceptable, list them in special T&C separately. FYI, most of US major defense companies also accept DAPA's general T&C.**

Robert McCay
Vice President, Aircrew Systems

Gentex Corporation
9859 7th Street
Rancho Cucamonga, CA 91730
USA
O: +1 909.481.7667 x3600
M: +1 909.553.2387
www.gentexcorp.com



From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Sent: Monday, June 10, 2019 11:33 PM
To: Mike Stump <MStump@gentexcorp.com>
Cc: yjhitek.jin@gmail.com; Robert McCay <RMcCay@gentexcorp.com>; Scott P. Witherow <switherow@gentexcorp.com>; yjhitek <yjhitek@unitel.co.kr>; Salvador Cipres <scipres@gentexcorp.com>; Don Tourtellott <dtourtellott@gentexcorp.com>; Joseph Gorski <jgorski@tradewaysusa.com>
Subject: [External] Re: F2F meeting with DAPA for main draft

Dear Mike,

For your reference for DAPA draft negotiation after our talking with DAPA people :

1. Price negotiation of highly increased pricing : Attached file 1
 - a. Additional items such as Visors, hard copies (Eng/Kor books) of OMM (Training, Doctrine, etc.)
 - This pricing could be acceptable, because customers requested additionally and should be added to the original pricing proposal.
 - b. Price increase of 970 Hood+Torso assemblies **from 12,953K\$ to 17,067K\$.**
 - **4.11M\$** increased compared to the original pricing proposal.
 - DAPA is wondering that how the price of TACAIR respirators was increased as much as 4.11M \$?
 - c. Recommendation : We think that Gentex price is under the DAPA budget, but we do not know about

DAPA's target price of PP-II program. If Gentex wants to keep your price (Hood+Torso Assembly), Gentex has to prepare budgetary document to defense the price.

2. T&C issue : Attached file 2

a. ER-70~92 were related to the Terms & Conditions of RFP and all ERs shall be satisfactory for selection of candidate equipment upon the RFP.

b. Gentex modified many of the above ERs, we are expecting that DAPA may insist on Gentex' original proposal that agreed to all ERs of RFP.

* **Gentex proposal** : Gentex has reviewed the Terms and Conditions in RFP Appendix C-1 of the RFP document and agree in principle to what is presented. Specific provisions/modifications to the T&C will be identified and agreed to during negotiation.

c. Recommendation : Minimize the change of ERs, and select what Gentex has to revise and get DAPA accepted.

Best Regards,

Kim

--- Original Message ---

From : yjhitek3

To : "Mike Stump" <MStump@gentexcorp.com>

Cc : yjhitek.jin@gmail.com, "Robert McCay" <RMcCay@gentexcorp.com>, "Scott P.

Witherow" <switherow@gentexcorp.com>, yjhitek, "Salvador Cipres" <scipres@gentexcorp.com>, "Don

Tourtellott" <dtourtellott@gentexcorp.com>, "Joseph Gorski" <jgorski@tradewaysusa.com>

Date : 2019/06/11 화요일 오전 11:04:04

Subject : F2F meeting with DAPA for main draft

Dear Mike,

DAPA IPT/Contract team want Gentex team to come negotiate on the price and T&C issue asap.

DAPA is available in both the week of June 17th and the week of June 24th.

Could you let us know the possible meeting dates shortly?

The earlier, the better.

Best Regards,

Kim

--- Original Message ---

From : "Don Tourtellott" <dtourtellott@gentexcorp.com>

To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>

Cc : yjhitek.jin@gmail.com, "Robert McCay" <RMcCay@gentexcorp.com>, "Scott P. Witherow" <switherow@gentexcorp.com>, "Mike

Date : 2019/06/06 목요일 오전 8:14:09

Subject : Draft of Main Contract

Hello Kim,

Please see the attached cover letter and Draft of the Main Contract with Gentex edits. Would you please confirm that you have received this email and the 2 attached documents. Thank you.

Also, please let us know when you submit the cover letter and Draft of the Main Contract to DAPA.

We look forward to working with you to secure the contract award. If you have any questions, please let us know.

Thank you very much,

Don Tourtellott
Program Manager

Gentex Corporation
9859 7th Street
Rancho Cucamonga, CA 91730
(909) 481-7667 x3592
(951) 316-1190 mobile

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Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaеul-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
Phone : 82-31-717-6451~2
Fax : 82-31-717-6453
Mobile: 82-10-8600-8956 (NEW)

Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director
Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
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(Page 55)

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Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

Mobile: 82-10-8600-8956 (NEW)

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Monday, March 25, 2019 1:58 AM
To: Joseph Gorski
Subject: Fwd: [External] Request for prompt submission of

Joe, this is your agent and you have been silent. Our agreement is with Tradeways and we expect our agents to be involved to earn their commission. What is going in here?

Mike

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Date: March 24, 2019 at 5:18:17 PM PDT
To: Mike Stump <MStump@gentexcorp.com>
Cc: Jinseop So <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, Robert McCay <RMcCay@gentexcorp.com>, yjhitek <yjhitek@unitel.co.kr>
Subject: [External] Request for prompt submission of offset
Reply-To: Hyungsoo Kim <yjhitek3@unitel.co.kr>

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From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Sunday, April 28, 2019 8:52 PM
To: jgorski@tradewaysusa.com
Cc: Mike Stump
Subject: RE: [External] FW: Offset volume

Thank you Joe.

As Kim explained the offset requirement is onerous, carries too much risk, customer had mentioned previously they understood it to be too onerous, etc. Kim and Jinseop were going to think through further following our call and will let me know this coming week availability to discuss further. In the meantime we are working to finalize the draft contact.

Separate of this we can connect either May 6, 7 or 8 to follow up on our last conversation regarding the agreement.

Robert.

From: jgorski@tradewaysusa.com <jgorski@tradewaysusa.com>
Sent: Sunday, April 28, 2019 8:02 AM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Mike Stump <MStump@gentexcorp.com>; jgorski@tradewaysusa.com
Subject: [External] FW: Offset volume

Dear Robert,

1. Please see message below from Kim.
2. We (Tradeways and Young Jin Hitek) agree to cover 50% of the offset penalty up to grand total of \$450,000.
3. Hope you are sending draft contract to Kim now.

Best Regards
Joe Gorski

-----Original Message-----

From: "yjhitek3" <yjhitek3@unitel.co.kr>
Sent: Sunday, April 28, 2019 6:11am
To: "Joseph Gorski" <jgorski@tradewaysusa.com>
Subject: Offset volume

Dear Mr. Gorski,

We and Mr. Robert had a con. call, and Mike did not join yesterday.

We explained if 10 % offset is sent to DAPA, PP-II program will be disqualified, and no main contract negotiation, either. Robert and Gentex think , in case of offset volume, they have very low margin because they proposed low pricing of PP-II RFP, and do not want offset volume, even though they are interested in this program.

Mike said Mr. Robert is responsible for Offset (and I understand Don is PM of Offset as well)

Don's 10% offset items of proposal is only what I suggested during/after T&E to sum up the offset volume, as you see the offset volume, only included Operational Manual of TACAIR Res., Survitec Manual, and T&E Support. There is nothing what Gentex prepared for offset.

Don's 10% (1.5M) offset can not make 9M offset volume.

Mike asked some potential lists for offset items, I am not sure cced you early April.

I believe if those potential lists can be added, we expand the volume more than 50~ 70 %.

After our internal discussion tomorrow, we will recommend : 1st, send main contract draft to start main contract negotiation through face to face meeting (Gentex team need to come negotiate).

2nd, prepare 50% offset volume in order to negotiate, and we will recommend potential lists that could minimize actual value.

If you can recommend some valuable items, it could be helpful

FYR, YJHITEK is willing to pay for 25% offset penalty as Gentex suggested.

Anyhow, we have to submit more than 50% offser volume.

In terms of offset 50% amount, if Gentex and we are too frank, offset can not be met.

I like you to make Robert and Don understand the offset concept.

I will forward the email regarding potential lists from Mike.

BR,

Kim

삼성 갤럭시 스마트폰에서 보냈습니다.

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-----Original Message-----

From: jgorski@tradewaysusa.com
Sent: Monday, April 29, 2019 9:25am
To: "Robert McCay" <RMcCay@gentexcorp.com>
Cc: mstump@gentexcorp.com
Subject: Offset

Dear Robert,

1. The need for the draft contract is urgent. Hope you can send it to Kim today or tomorrow.
 2. I don't know whether this will help re offset. But there is a requirement in South Korea for about 400,000 chemical suits for the Army. Our understanding is Samyang had a contract based on copying Saratoga product but failed tests. Tradeways has been working with another Korean company to make suits under a co-production of license from Phoenix in Virginia. John Pullo knows them. Some years ago they purchased Gentex's suit technology. Perhaps this is something that could be offered as offset.
Just a thought/an idea. We have not discussed this with Phoenix nor the Koean manufacturer.
- Regards
Joe

-----Original Message-----

From: "Robert McCay" <RMcCay@gentexcorp.com>
Sent: Sunday, April 28, 2019 8:51pm
To: "jgorski@tradewaysusa.com" <jgorski@tradewaysusa.com>
Cc: "Mike Stump" <MStump@gentexcorp.com>
Subject: RE: [External] FW: Offset volume

Thank you Joe.

As Kim explained the offset requirement is onerous, carries too much risk, customer had mentioned previously they understood it to be too onerous, etc. Kim and Jinseop were going to think through further following our call and will let me know this coming week availability to discuss further. In the meantime we are working to finalize the draft contact.

Separate of this we can connect either May 6, 7 or 8 to follow up on our last conversation regarding the agreement.

Robert.

From: jgorski@tradewaysusa.com <jgorski@tradewaysusa.com>
Sent: Sunday, April 28, 2019 8:02 AM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Mike Stump <MStump@gentexcorp.com>; jgorski@tradewaysusa.com
Subject: [External] FW: Offset volume


From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Wednesday, May 1, 2019 11:10 AM
To: jgorski@tradewaysusa.com
Subject: RE: [External] Korea offset

Joe,
It is my understanding that we will not be revising the Offset Volume.

Mike Stump
Director of Product Management - Aircrew Systems

GENTEX® Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
Fax: (909) 481-7759
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AAAA (Apr 14th - 16th)
Nashville, TN | Booth #950



ASMA (May 5th - 9th)
Las Vegas, NV | Booth #310

From: jgorski@tradewaysusa.com <jgorski@tradewaysusa.com>
Sent: Wednesday, May 01, 2019 12:20 AM
To: Mike Stump <MStump@gentexcorp.com>
Subject: [External] Korea offset

Mike,

Are you now preparing new offset offer based on some of the products in your message below?
Regards
Joe (in Abu Dhabi)

-----Original Message-----

From: "yjhitek3" <yjhitek3@unitel.co.kr>
Sent: Sunday, April 28, 2019 6:14am
To: "Joseph Gorski" <jgorski@tradewaysusa.com>
Subject: Fwd: RE: Re: [External] Re: Offset Question

Below email was from Mike, the lists can be considered as additional offset items.

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: Mike Stump <MStump@gentexcorp.com>
날짜: 19/4/3 오전 6:53 (GMT+09:00)
받은 사람: Hyungsoo Kim <yjhitek3@unitel.co.kr>
참조: Jinseop So <yjhitek.jin@gmail.com>, yjhitek <yjhitek@unitel.co.kr>
제목: RE: Re: [External] Re: Offset Question

Kim,

Here is the potential list (all or some good potentially be included):

Rotary Wing Helmet (RWH) - upgraded HGU-56/P current US Army helmet for rotary wing aircraft
Aircrew Ballistic Helmet (ABH) – HGU-56/P with enhanced ballistic fragmentation protection. US Air Force will be adopting this for all of their rotary wing aircraft
Life Support Integrated Tester (LSIT) and Self-Contained Air Source (SCAS)
Mask Light for MBU-20/P – Provides NVG compatible light source that is lip activated inside the mask. Currently in use in USAF
Rotatable Receiver for HGU-55/P – new bayonet receiver design for easy mask fitting and adjustment. Currently in use in USAF
Step-In Visor – Provides eye protection while wearing Night Vision Goggles.
Aircrew Laser Eye Protection

Mike Stump

Director of Product Management - Aircrew Systems

GENTEX® Corporation
9859 7th Street, Rancho Cucamonga, CA 91730
Phone: (909) 481-7667 Ext. 3580
Fax: (909) 481-7759
mstump@gentexcorp.com

From: Jinseop So [mailto:jssso@youngjinhitek.kr]
Sent: Friday, October 4, 2019 5:54 AM
To: Robert McCay; Scott P. Witherow
Cc: Joe Gorski; Hyungsoo Kim; Byungmin So
Subject: Re: [External]DAPA IPT/Contract Team's message

Please update my new email
address jssso@youngjinhitek.kr

Old email will still be available
for a period of time.

Dear Robert,

Here is revised letter which we think would give Gentex an opportunity for further discussion with DAPA. Please review them and give us feedback by Friday(your time) so we can deliver to DAPA over weekend.

Thank you.

JS So

October 3, 2019

Kim, Kyoung Hak

Director, CBR Program Team

Defence Acquisition Program Administration (DAPA)

Republic of Korea

Subject: Gentex Response to DAPA Email dated October 2, 2019

Dear Kim, Kyoung Hak:

The purpose of this letter is to clarify Gentex's position regarding the price and warranty of the Set-II Procurement of the Pilot Protection proposal.

Gentex, in principle, is putting an effort to meet original proposed price. However, during T&E and negotiations, there were several changes in program and price was changed accordingly.

~~During our face to face negotiations, Gentex advised DAPA that several of the changes would require a review of the overall price of the program.~~

Below is an outline of the changes made that impacted the price.

- DAPA requested that the JHMCS visors and the Torso Kit be purchased by Gentex on behalf of DAPA. The price of the JHMCS and Torso Kit is now included in the contract price.
- The production support was originally included in the proposal as a contingent obligation. On page 16 of Volume II of our proposal dated August 20, 2018, Gentex stated that the production support would need to be funded by DAPA if DAPA's delivery schedule did not align to the US Government delivery schedule. As this contingency is now a reality, Gentex is including the production support into the contract price.
- Gentex's proposal stipulated that delivery would be FCA Gentex Facility. However, during in-person negotiations, DAPA advised that payment would only occur after receipt of goods in the Republic of Korea, due to documentary requirements. In order to align the delivery requirements with DAPA's procedures, Gentex is now offering delivery of the goods in accordance with DAP (Incoterms ©2010). The costs of shipping DAP are now included in the price. Also, this should cause DAPA's internal costs to decrease, as you will no longer be responsible for freight charges.
- The schedule acceleration costs are necessary to meet the revised delivery requirements of DAPA. During the in-person negotiations, DAPA advised Gentex of their accelerated delivery requirements. Gentex determined that the acceleration requires additional funding, but it is achievable.

If DAPA prefers not to change price, Gentex propose to adjust scope of work or T&C to meet the price.

~~As discussed, Gentex reviewed the impact of the above changes to the program and revised the program price accordingly.~~ If any of the above changes in scope are no longer desired by DAPA and have any other suggestions to adjust T&C which compensates Gentex's added cost, Gentex is open for discussion and will review the impact to the program price.

For warranty issue, Gentex accepts replacing P-bond with DRD after final delivery is completed and proposes DRD rate of [0.5%] of total contract price. We were advised that all goods delivered will be stored and not used unless real situation happens, so least amount of DRD would be enough to cover low probable defects.

Thank you again for your time and consideration of this letter. ~~Please advise if DAPA desires to remove any of the scope changes noted above or maintain the above changes and the corresponding program price adjustment.~~ It is our sincere hope that we can come to agreement on both the terms and the price in order to move forward on this program.

Respectfully,

Robert McCay

Vice President – Aircrew Systems

On Fri, Oct 4, 2019 at 1:12 AM Scott P. Witherow <switherow@gentexcorp.com> wrote:

Kim,

Please see the attached letter responding to the question on price. The question of the DRD is a solution that may be acceptable and would to discuss in more detail.

Thank you,
Scott Witherow

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From: Hyungsoo Kim
Sent: Wednesday, October 2, 6:04 AM
Subject: [External]DAPA IPT/Contract Team's message
To: Robert McCay
Cc: Scott P. Witherow, Joe Gorski, yjhitek, yjhitek.jin@gmail.com

Dear Robert,

As you know, DAPA Contract team boss and PM (Ms. JY Kim) and NBC IPT PM (Mr. Kim) were recently replaced and they reviewed Main Contract and T&C.

This afternoon, while Ms. Kim (PM of contract team) is reporting to her boss about your letter of T&C, her boss discussed with Team leader (and PM) of NBC IPT about the answer to your letter.

Before responding to Gentex about T&C, both IPT and contract team need to confirm two issues as follows :

1. Contract price is not able to exceed the WBS price in proposal (\$18,467,182)

: **YJHITEK comment : Gentex can keep the price to \$18,467,000.**

2. 10 years P-bond and warranty.

- 10 years warranty can not be changed.

- However, in order to mitigate the performance bond guarantee, DAPA IPT/Contract team will cooperate to replace this with "Defect Repair Deposit (DRD) after the final delivery".

* This is the most favorable proposal to Gentex to replace 10% P-Bond, 10 years Warranty with minimum cost.

* DRD rate can be much low rate and can be negotiated at the meeting, and this will minimize the cost very much. **Our comment is "why not"**.

* For previous Navy program, DRD rate is about 1~2 %.

Summary, What DAPA asked us today is Gentex' answer to the above 2 issues :

1. Gentex is able to contract PP-II program under \$18,467,182 ?

2. Can Gentex accept DRD after the final delivery instead of 10 % P-bond 10 years warranty?

DAPA thinks if Gentex does not accept the above 2 issues, there is no use of continuing negotiation as well as T&C issues. **DAPA want to receive Gentex answer by Friday, Oct. 4.** If Gentex does not agree with the 2 issues and no answer by Friday, DAPA IPT PM said he will proceed with cancellation process of PP-II program from next Monday, Oct. 7.

Contract team said the T&Cs are not critical and can be discussed at the face meeting.

Even though Gentex accepts the 2 issues, but if we do not finalize the sign of price and T&Cs by 3rd week of October, PP-II program could be cancelled as well.

We really do not want that to happen.

YJHT sincerely recommends Gentex to review these messages seriously and let's discuss at any time.

Best Regards,
Kim

Young-Jin Hi-Tek, Inc.

TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,

Seongnam-si, Gyeonggi-do, Korea (zip 13595)

Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

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Begin forwarded message:

From: Joseph Gorski <jgorski@tradewaysusa.com>
Date: October 3, 2019 at 9:22:04 AM EDT
To: RMcCay@gentexcorp.com
Cc: Hyung-Soo kim <yjhitek3@unitel.co.kr>, switherow@gentexcorp.com
Subject: Fwd: DAPA IPT/Contract Team's message

Dear Robert,

Suggest Gentex respond by saying you can contract at \$18,467,000 and accept DRD at a low rate provided prices are EXWORKS and (add other provisos of your choosing).

Regards

Joe

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Date: October 2, 2019 at 6:04:41 AM EDT
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: "Scott P. Witherow" <switherow@gentexcorp.com>, Joe Gorski <jgorski@tradewaysusa.com>, yjhitek <yjhitek@unitel.co.kr>, yjhitek.jin@gmail.com
Subject: DAPA IPT/Contract Team's message
Reply-To: Hyungsoo Kim <yjhitek3@unitel.co.kr>

Dear Robert,

As you know, DAPA Contract team boss and PM (Ms. JY Kim) and NBC IPT PM (Mr. Kim) were recently replaced and they reviewed Main Contract and T&C.

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Before responding to Gentex about T&C, both IPT and contract team need to confirm two issues as follows :

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: YJHITEK comment : Gentex can keep the price to \$18,467,000.
2. 10 years P-bond and warranty.
 - 10 years warranty can not be changed.
 - However, in order to mitigate the performance bond guarantee, DAPA IPT/Contract team will cooperate to replace this with "Defect Repair Deposit (DRD) after the final delivery".
 - * This is the most favorable proposal to Gentex to replace 10% P-Bond, 10 years Warranty with minimum cost.
 - * DRD rate can be much low rate and can be negotiated at the meeting, and this will minimize the cost very much. Our comment is "why not".
 - * For previous Navy program, DRD rate is about 1~2 %.

Summary, What DAPA asked us today is Gentex' answer to the above 2 issues :

1. Gentex is able to contract PP-II program under \$18,467,182 ?
2. Can Gentex accept DRD after the final delivery instead of 10 % P-bond 10 years warranty?

DAPA thinks if Gentex does not accept the above 2 issues, there is no use of continuing negotiation as well as T&C issues. **DAPA want to receive Gentex answer by Friday, Oct. 4.** If Gentex does not agree with the 2 issues and no answer by Friday, DAPA IPT PM said he will proceed with cancellation process of PP-II program from next Monday, Oct. 7.

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Even though Gentex accepts the 2 issues, but if we do not finalize the sign of price and T&Cs by 3rd week of October, PP-II program could be cancelled as well.
We really do not want that to happen.

YJHT sincerely recommends Gentex to review these messages seriously and let's discuss at any time.

Best Regards,
Kim

Lt.Col. (Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,

Seongnam-si, Gyeonggi-do, Korea (zip 13595)

Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

Mobile: 82-10-8600-8956 (NEW)

From: yjhitek3 <yjhitek3@unitel.co.kr>
Date: October 3, 2019 at 5:38:54 PM EDT
To: Joseph Gorski <jgorski@tradewaysusa.com>, yjhitek3@unitel.co.kr
Subject: Fwd: Re: [External]DAPA IPT/Contract Team's message

삼성 갤럭시 스마트폰에서 보냈습니다.

----- 원본 이메일 -----

발신: "Scott P. Witherow" <switherow@gentexcorp.com>

날짜: 19/10/4 오전 1:12 (GMT+09:00)

받은 사람: Hyungsoo Kim <yjhitek3@unitel.co.kr>, Robert McCay <RMcCay@gentexcorp.com>

참조: Joe Gorski <jgorski@tradewaysusa.com>, yjhitek <yjhitek@unitel.co.kr>, yjhitek.jin@gmail.com

제목: Re: [External]DAPA IPT/Contract Team's message

Kim,

Please see the attached letter responding to the question on price. The question of the DRD is a solution that may be acceptable and would to discuss in more detail.

Thank you,
Scott Witherow

Get [Outlook for Android](#)

From: Hyungsoo Kim

Case 3:22-cv-00727-KM Document 1-2 Filed 05/17/22 Page 69 of 330
Sent: Wednesday, October 2, 6:04 AM
Subject: [External]DAPA IPT/Contract Team's message
To: Robert McCay
Cc: Scott P. Witherow, Joe Gorski, yjhitek, yjhitek.jin@gmail.com

Dear Robert,

As you know, DAPA Contract team boss and PM (Ms. JY Kim) and NBC IPT PM (Mr. Kim) were recently replaced and they reviewed Main Contract and T&C.

This afternoon, while Ms. Kim (PM of contract team) is reporting to her boss about your letter of T&C, her boss discussed with Team leader (and PM) of NBC IPT about the answer to your letter.

Before responding to Gentex about T&C, both IPT and contract team need to confirm two issues as follows:

1. Contract price is not able to exceed the WBS price in proposal (\$18,467,182)
: **YJHITEK comment : Gentex can keep the price to \$18,467,000.**
2. 10 years P-bond and warranty.
 - 10 years warranty can not be changed.
 - However, in order to mitigate the performance bond guarantee, DAPA IPT/Contract team will cooperate to replace this with "Defect Repair Deposit (DRD) after the final delivery".
 - * This is the most favorable proposal to Gentex to replace 10% P-Bond, 10 years Warranty with minimum cost.
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Best Regards,
Kim

Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director

Young-Jin Hi-Tek, Inc.

Seongnam-si, Gyeonggi-do, Korea (zip 13595)

Phone : 82-31-717-6451~2

Fax : 82-31-717-6453

Mobile: 82-10-8600-8956

**(NEW
)**

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October 3, 2019

Kim, Kyoung Hak
Director, CBR Program Team
Defence Acquisition Program Administration (DAPA)
Republic of Korea

Subject: Gentex Response to DAPA Email dated October 2, 2019

Dear Kim, Kyoung Hak:

The purpose of this letter is to clarify Gentex's position regarding the price of the Set-II Procurement of the Pilot Protection proposal.

During our face to face negotiations, Gentex advised DAPA that several of the changes would require a review of the overall price of the program. Below is an outline of the changes made that impacted the price.

- DAPA requested that the JHMCS visors and the Torso Kit be purchased by Gentex on behalf of DAPA. The price of the JHMCS and Torso Kit is now included in the contract price.
- The production support was originally included in the proposal as a contingent obligation. On page 16 of Volume II of our proposal dated August 20, 2018, Gentex stated that the production support would need to be funded by DAPA if DAPA's delivery schedule did not align to the US Government delivery schedule. As this contingency is now a reality, Gentex is including the production support into the contract price.
- Gentex's proposal stipulated that delivery would be FCA Gentex Facility. However, during in-person negotiations, DAPA advised that payment would only occur after receipt of goods in the Republic of Korea, due to documentary requirements. In order to align the delivery requirements with DAPA's procedures, Gentex is now offering delivery of the goods in accordance with DAP (Incoterms ©2010). The costs of shipping DAP are now included in the price. Also, this should cause DAPA's internal costs to decrease, as you will no longer be responsible for freight charges.
- The schedule acceleration costs are necessary to meet the revised delivery requirements of DAPA. During the in-person negotiations, DAPA advised Gentex of their accelerated delivery requirements. Gentex determined that the acceleration requires additional funding, but it is achievable.

As discussed, Gentex reviewed the impact of the above changes to the program and revised the program price accordingly. If any of the above changes in scope are no longer desired by DAPA, Gentex will review the impact to the program price.

Thank you again for your time and consideration of this letter. Please advise if DAPA desires to remove any of the scope changes noted above or maintain the above changes and the corresponding program price



adjustment. It is our sincere hope that we can come to agreement on both the terms and the price in order to move forward on this program.

Respectfully,

Robert McCay
Vice President – Aircrew Systems

From: Joseph Gorski <jgorski@tradewaysusa.com>
Date: October 7, 2019 at 11:37:42 PM EDT
To: RMcCay@gentexcorp.com
Cc: "Scott P. Witherow" <switherow@gentexcorp.com>
Subject: Message from Kim

Dear Robert

Please see below message from Kim
Thanks
Joe

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Date: October 7, 2019 at 8:23:13 PM EDT
To: Joe Gorski <jgorski@tradewaysusa.com>
Subject: Final stage of PP-II

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Mr. Gorski,

Case 3:22-cv-00727-KM Document 12 Filed 05/17/22 Page 75 of 330
As you saw the email yesterday, I sent Robert after DAPA IPT and Contract team meeting.

In order to complete the negotiation and sign the contract, Gentex has to come to Seoul next week and finish main contract of price and T&C.

Once Gentex come to DAPA F2F meeting, we believe PP-II program will be completed.

This is really final stage of PP-II program. Therefore we would like you to persuade Robert to go to Seoul to close all the issues in 1 or 2 days of next week.

I think in order to complete PP-II program, Gentex has to come to Seoul at least one more time. This will be the time to come.

We really appreciate your support.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Thursday, October 24, 2019 10:17 PM
To: Hyungsoo Kim; 'Jinseop So'
Cc: Scott P. Witherow; Don Tourtellott; Joseph Gorski
Subject: Draft Production Support Narrative

Dear Kim & So – please see attached draft production support narrative and rationale that we discussed yesterday. Can you please review and offer us any suggestions and/or ask any questions for clarification. We are still working a few aspects so please review this draft without providing to DAPA. We will take your comments and update the document along with additional elements we are working to confirm before we finalize for submission to DAPA prior to our visit.

We welcome your review and suggestions.

Robert McCay
Vice President, Aircrew Systems

Gentex Corporation
9859 7th Street
Rancho Cucamonga, CA 91730
USA
O: +1 909-257-3600
M: +1 909.553.2387
www.gentexcorp.com

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PP-II TACAIR PROPOSAL

PRODUCTION SUPPORT

From pages 15 and 16 of the Cost: Volume II submitted by Gentex August 2018:

Additional comments and perspective are added below each paragraph Oct 2019 are in blue.

3. Gentex has a production contract by the U.S. Government (Contract Number W911SR-16-D-0021) that was awarded in 2016 for the Joint Service Aircrew Mask for the Joint Strike Fighter F-35 (JSAM-JSF) Program. During the 10-year period of performance, Gentex will produce JSAM-JSF systems for F-35 aircrew and provide spares, training, and support and sustainment services in the fielding of the systems.

Most of the first 3 pages of Contract W911SR-16-D-0021 are attached. The attachment shows the term length of the agreement, the maximum quantity of 3100 units to be purchased, but no price is provided on this, the main contract. This contract is a framework for Delivery Orders (DO's). Delivery Order 0001 was NRE for "special fit". Delivery Order 0002 is the one that is in current production. Part of the first pages of this Delivery Order are attached. Quantities have been kept so that you can see them.

This Delivery Order is for 805 units and the Period of Performance concludes on May 31, 2020. See attached Delivery Order 0002 Mod 17. Production Support paid by the USG will not be available until there is a new DO, which, based on verbal communication with our customer, is likely to be sometime in late 2022.

The intent of the US Government within this contract is to have continuous and steady production of the F-35 JSAM-JSF production throughout the 10 year period. In support of this planned continuous production, the U.S. Government will be maintaining and funding a level of production support capability to ensure the successful production and delivery of systems according to their determined production delivery, product fielding and replenishment schedule. The product support capability consists of material supplier and subcontract management, manufacturing engineering support, process engineering, inventory management, tooling, test panel and equipment maintenance, quality assurance support to name a few both at the prime and key subcontractors.

It was Gentex understanding in August 2018 that the USG wanted to keep a continuous, uninterrupted flow of the F-35 JSAM-JSF CBRN equipment production. This was the best information we had at the time. The basic contract stated a maximum of 3100 units and we were delivering 805 units. It seemed logical that another DO was on the way.

Over the last year, the USG has reassessed the fielding plan for F-35 aircraft, F-35 new pilots and the overall fielding of JSAM-JSF. In mid-2019 we learned that the next Delivery Order would be issued sometime in late 2022.

The production support is funded monthly at a rate of approximately USD \$65,000.00 for each month the JSAM-JSF is being produced. The proposed TACAIR system for ROKAF will be a benefactor of this parallel production contract by the U.S. Government in that the proposed ROKAF TACAIR deliveries are aligned with the planned existing U.S. Government production thereby saving the ROKAF from having the burden of those production support costs. The production support costs have not been included in our offer to DAPA as it is very low risk that ROKAF delivery schedule would not directly align with planned U.S. Government production given the U.S. Government 10 year period of performance and planned continuous production under the Contract Number W911SR-16-D-0021. This has resulted in over USD\$1.6M savings to DAPA and ROKAF in our offer of the TACAIR systems.

\$1.6M is the actual Production Support cost for the ROKAF PP-II / TACAIR period of performance. Gentex will need to have this amount funded. See below.

If, however, for some reason the ROKAF delivery schedule does not align with existing U.S. Government JSAM-JSF delivery schedule and the U.S. Government is not paying for the production support costs those costs would need to be funded by DAPA under the resulting contract for the TACAIR systems. While this scenario is very low risk and know that every effort will be expended to ensure there is direct alignment with the production deliveries with the U.S. Government JSAM-JSF deliveries and that full savings will be realized by DAPA and the ROKAF. Gentex will provide full visibility of production delivery schedules and the sustainment of production support costs at each Program Management Review (PMR).

In summary, we do have the 10 year contract as identified in Aug 2018. Production Support is only paid during times of production, i.e., when there is an active Delivery Order. Reference Delivery Order 0002 CLINS 0010 and 0012.

The risk of no USG funded Production Support is realized.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1 111	
2. CONTRACT (Proc. Inst. Item) NO. W911SR-16-D-0021		3. EFFECTIVE DATE 14 Sep 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY [REDACTED]		CODE [REDACTED]		6. ADMINISTERED BY (if other than Item 5) [REDACTED]		CODE S0613A	
7. NAME AND ADDRESS OF CONTRACTOR (City, street, city, county, state and zip code) CENTEX CORPORATION ROBERT MCCAY 6830 7TH ST RANCHO CUCAMONGA CA 91730-6244				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 60240		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-COMWEST ENTITLEMENT OPERATIONS P.O. BOX 182581 COLUMBUS OH 43218-2581			
11. SHIP TO/MARK FOR See Schedule		CODE		CODE HG0339			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
X	A	PART I - THE SCHEDULE		X	I	PART II - CONTRACT CLAUSES	
X	B	SOLICITATION/CONTRACT FORM	1 - 2	X	J	CONTRACT CLAUSES	76 - 110
X	C	SUPPLIES OR SERVICES AND PRICES/COSTS	3 - 42	X	J	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	D	DESCRIPTION/ SPECS/ WORK STATEMENT	43 - 55	X	J	LIST OF ATTACHMENTS	
X	E	PACKAGING AND MARKING	56	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	F	INSPECTION AND ACCEPTANCE	57 - 58	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	G	DELIVERIES OR PERFORMANCE	59 - 63	L	INSURS, CONDS, AND NOTICES TO OFFERORS		
X	H	CONTRACT ADMINISTRATION DATA	64 - 67	M	EVALUATION FACTORS FOR AWARD		
X	I	SPECIAL CONTRACT REQUIREMENTS	68 - 75				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID) OR NEGOTIATED PROCUREMENT OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and submit copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) the award contract, (b) the solicitation if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contract is not required to sign this document.) Your bid on Solicitation Number W911SR-16-R-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award commences the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Robert McCay, Vice-President, Aircrew Systems				20A. NAME OF CONTRACTING OFFICER [REDACTED]			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 14 Sept 2016		20B. UNITED STATES OF AMERICA [REDACTED]		20C. DATE SIGNED [REDACTED]	
BY [Signature of Robert McCay]				BY [Signature of Contracting Officer]			

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Prescribed by GSA (FAR) 4.101-11.4

Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY**Contract Description:**

The Joint Service Aircrew Mask for Joint Strike Fighter (JSAM-JSF) is a lightweight, chemical/biological (CB) protective respirator system which integrates with the JSF airframe (F-35) life support system and pilot flight equipment (PFE) to provide combined CB, hypoxia and G-induced Loss of Consciousness (G-LOC) protection to pilots during flight. JSAM-JSF is designed to provide pilot head/eye, respiratory and percutaneous protection against CB warfare agents. JSAM-JSF will integrate with all F-35 aircraft variants and pilot systems fielded prior to or concurrent with JSAM-JSF including PFE and life support, communication and helmet systems. The objective of this contract is to procure assets for Low Rate Initial Production and Full Rate Production. The contract will also contain the flexibility to pursue product support, special fit orders, support equipment and spare parts as required. The total performance period is ten (10) years (five (5) year base period and five (5) one-year option periods).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		3.100		UNDEFINED	\$0.00

JSAM-JSF Flight Kit

FPI

Joint Service Aircrew Mask-Joint Strike Fighter Flight Kit
(BASE Period Years 1-5)Range Pricing for this JSAM-JSF Flight Kit CLIN is in accordance with Section B.
CLIN Pricing Table.

FOB: Destination

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		3.100		UNDEFINED	

JSAM-JSF Ground Kit

FPI

Joint Service Aircrew Mask-Joint Strike Fighter Ground Kit
(BASE Period Years 1-5)Range Pricing for this JSAM-JSF Ground Kit CLIN is in accordance with Section
B. CLIN Pricing Table.

FOB: Destination

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 25	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO W911SR-16-D-0021			2 DELIVERY ORDER/ CALL NO 0002		3 DATE OF ORDER/ CALL (YYYYMMDD) 2016 Sep 27		4 REQ / PURCH REQUEST NO See Schedule		5 PRIORITY DO-C9		
6 ISSUED BY [REDACTED]			CODE [REDACTED]		7 ADMINISTERED BY (if other than 6) [REDACTED]			CODE S0513A		8 DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9 CONTRACTOR GENTEX CORPORATION NAME ROBERT MCCAY AND 9859 7TH ST ADDRESS RANCHO CUCAMONGA CA 91730-5244			CODE 60240		FACILITY [REDACTED]		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12 DISCOUNT TERMS Net 30 Days		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		
14 SHIP TO SEE SCHEDULE			CODE [REDACTED]		15 PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16 TYPE OF ORDER		DELIVERY CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:					
<p style="text-align: center;">ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME</p> <p>Gentex Corporation <i>Robert McCay</i> Vice-President, Aircrew Systems 2016 Sep 27</p> <p>NAME OF CONTRACTOR TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)</p> <p><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1</p>											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE	
SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24 TEL [REDACTED]		25 TOTAL [REDACTED]		26 DIFFERENCES [REDACTED]			
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS	
f TELEPHONE NUMBER			g E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31 PAYMENT				34 CHECK NUMBER	
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				35 BILL OF LADING NO	
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 SR ACCOUNT NO		42 SR VOUCHER NO	

Section A - Solicitation/Contract Form

ORDER DESCRIPTION

A.1 Task Order 0002 to Contract W911SR-16-D-0021 is awarded to Gentex Corporation for the first Quantities for the Joint Service Aircrew Mask Joint Strike Fighter (JSAM-JSF) Production in the amount of [REDACTED]

A.2 The period of performance for this Task Order is twenty-eight (28) months from date of Order Award.

A.3 The following individuals will serve as the points of contact for this effort:

[REDACTED]

[REDACTED]

[REDACTED]

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	JSAM-JSF Flight Kit (FPI(S)) FPI Joint Service Aircrew Mask-Joint Strike Fighter Flight Kit Pricing for this JSAM-JSF Flight Kit CLIN is in accordance with Section J, Attachment 01_ CLIN Pricing Table. Quantity: 805 Target Unit Price [REDACTED] Reference Chart 02_ for exact quantity and sizes. FOB: Origin (after Loading) [REDACTED]		Lot	[REDACTED]	
				TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
000101	Funding for CLIN 0001 FPI [REDACTED] is provided for CLIN 0001 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: F1ATD26077G101			[REDACTED]	[REDACTED]
				TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	[REDACTED]
	ACRN AE CIN: [REDACTED]				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000102	Funding for CLIN 0001 FPI [REDACTED] is provided for CLIN 0001 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	UNDEFINED		UNDEFINED	[REDACTED]
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	UNDEFINED
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AG CIN: [REDACTED]				[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	JSAM-JSF Ground Kit (FPI(S)) FPI Joint Service Aircrew Mask-Joint Strike Fighter Ground Kit Pricing for this JSAM-JSF Ground Kit CLIN is in accordance with Section J, Attachment 01_ CLIN Pricing Table. Quantity: 639 Target Unit Price [REDACTED] FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	UNDEFINED	Lot	[REDACTED]	[REDACTED]
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000201	Funding for CLIN 0002 FPI [REDACTED] is provided for CLIN 0002 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: N0001916MP01029	UNDEFINED		UNDEFINED	[REDACTED]
				TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	[REDACTED]
	ACRN AF CIN: N0001916MP010290002				[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000202	Funding for CLIN 0002 FPI [REDACTED] is provided for CLIN 0002 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
				TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	[REDACTED]
	ACRN AG CIN: [REDACTED]				[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000203	Funding for CLIN 0002 FPI [REDACTED] is provided for CLIN 0002 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	UNDEFINED		UNDEFINED	[REDACTED]
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AM				
	CIN: [REDACTED]				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	JSAM Air Filter Pack (JAFF) FFP Joint Service Aircrew Mask Air Filter Pack (JAFF) Pricing for this JSAM-JSF JAFP CLIN is in accordance with Section J. Attachment 01_CLIN Pricing Table. FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	1,265	Lot	[REDACTED]	[REDACTED]
				MAX NET AMT	[REDACTED]
	ACRN AC				
	CIN: [REDACTED]				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		1	Lot		

Spare Parts

FFP

Joint Service Aircrew Mask Spare Parts

Reference Section J, Exhibit C_Spare List DO 0002 for Spare Part RN,
description, quantities and unit prices. 1 LOT is equal to the list of Spares
referenced in Section J, Exhibit C_Spares List DO 0002.

FOB: Origin (after Loading)

PURCHASE REQUEST NUMBER: F1ATD26161G101

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000401					

Funding for CLIN 0004

FFP

FOB: Origin (after Loading)

PURCHASE REQUEST NUMBER: F1ATD26161G101

MAX
NET AMT

ACRN AJ

CIN:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402	Funding for CLIN 0004 FFP [REDACTED] is provided for CLIN 0004 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
				NET AMT	[REDACTED]
	ACRN AK CIN: [REDACTED]				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000403	Funding for CLIN 0004 FFP [REDACTED] is provided for CLIN 0004 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
				MAX NET AMT	[REDACTED]
	ACRN AL CIN: [REDACTED]				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000404	Funding for CLIN 0004 FFP ADD Funding [REDACTED] is provided for CLIN 0004 FOB: Origin (after Loading) PURCHASE REQUEST NUMBER: [REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
				MAX NET AMT	[REDACTED]
	ACRN AN CIN: [REDACTED]				[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Contract Data Requirements List FFP The Contractor will provide all data in accordance with the Contract Requirements List (CDRL). DD Form 1423. found in Section J of the Base Contract. FOB: Origin (after Loading)	[REDACTED]			[REDACTED]
				MAX NET AMT	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		100	Lot		

JSMLT Adapter Kit

FFP

Joint Service Mask Leakage Tester (JSMLT)

Pricing for this JSAM-JSF JSMLT CLIN is in accordance with Section J.

Attachment 01_CLIN Pricing Table.

FOB: Origin (after Loading)

MAX
NET AMT

ACRN AH

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1	Lot		

ILC Production Support

FFP

Production Support for ILC Dover

Range Pricing for this CLIN is in accordance with Section J. Attachment

01_CLIN Pricing Tables.

FOB: Origin (after Loading)

PURCHASE REQUEST NUMBER:

MAX
NET AMT

ACRN AC

CIN:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		1	Lot		

ILC Start Up Cost

FFP

Start-Up for ILC.

Pricing for this CLIN is in accordance with Section J. Attachment 01_CLIN

Pricing Tables.

FOB: Origin (after Loading)

PURCHASE REQUEST NUMBER: [REDACTED]

MAX
NET AMT

ACRN AC

CIN: 00000000000000000000000000000000

\$260,958.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012		1	Lot		

Gentex Production Support

FFP

Production support for Gentex.

Pricing for this CLIN is in accordance with Section J. Attachment 01_CLIN

Pricing Tables.

FOB: Origin (after Loading)

PURCHASE REQUEST NUMBER: [REDACTED]

MAX
NET AMT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (if applicable)	
17		06-SEP-2019		SEE SCHEDULE			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than item 6)		CODE S0513A	
[REDACTED]							
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENTEX CORPORATION ROBERT MCCAY 9859 7TH ST RANCHO CUCAMONGA CA 91730-5244						9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						X	10A. MOD. OF CONTRACT/ORDER NO. W911SR-16-D-0021-0002
						X	10B. DATED (SEE ITEM 13) 27-Sep-2016
CODE 60240		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ayquande19582 See Attached							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Salvador Ojeda, Sr. Director/General Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]			
15B. CONTRACTOR/OFFEROR [Signature of person authorized to sign]		15C. DATE SIGNED 05 SEP 2019		16B. UNITED STATES OF AMERICA [REDACTED]		16C. DATE SIGNED 06-SEP-2019	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

W
0002

Page 2 of 5

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

MODIFICATION 17

1. a. The purpose of this modification is to extend the delivery date for CLIN 0001 from 30 October 2019 to 31 May 2020 at no additional cost to the Government per Gentex's memo dated 12 August 2019.

[REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT 15



June 5, 2019

G4. Oh, JeeYeon
CBR Projects Team
Programs Management Agency DAPA,
Republic of Korea

Dear Ms. Oh, JeeYeon:

Gentex Corporation is pleased to provide the enclosed draft main contract for the Gentex Program for Pilot Protective Clothing SET-II proposal. We have identified our required changes in track changes to the English portion of the document. Additionally, we will require a copy of the draft documentary letter of credit for payment to review.

Since our proposal was submitted in August 2018, we are providing updated pricing. The updated pricing reflects the following changes in scope.

- Addition of JHMCS visors
- Additional Training
- Torso kit configuration changes based on Test and Evaluation

In our proposal we noted that additional costs would be included depending on the timing of other JSAM-JSF orders. Based on our current analysis, we are incorporating these costs in the price at this time. Additionally, we have incorporated hood advancement with F-35 JSAM-JSF to provide commonality, robustness and value.

We look forward to commencing discussions with you on this draft main contract.

Sincerely,
GENTEX CORPORATION

A handwritten signature in black ink, reading "Robert McCay".

Robert McCay
Vice President – Aircrew Systems

gina@tradewaysusa.com

From: Joe Gorski <jgorski@tradewaysusa.com>
Sent: Thursday, June 6, 2019 8:25 AM
To: gina@tradewaysusa.com
Subject: FW: Draft of Main Contract
Attachments: Gentex Cover Letter June 5, 2019.pdf; Main Draft TACAIR ROKAF Contract Gentex Edits - Final.docx

Print including attachments

From: Hyungsoo Kim [mailto:yjhitek3@unitel.co.kr]
Sent: Wednesday, June 5, 2019 7:53 PM
To: Joseph Gorski
Subject: Fwd: Draft of Main Contract

Dear Mr. Gorski,
FYR.

Best Regards,
Kim

--- Original Message ---

From : "Don Tourtellott" <dtourtellott@gentexcorp.com>
To : "Hyungsoo Kim" <yjhitek3@unitel.co.kr>
Cc : yjhitek.jin@gmail.com, "Robert McCay" <RMcCay@gentexcorp.com>, "Scott P. Witherow" <switherow@gentexcorp.com>, "Mike Stump" <MStump@gentexcorp.com>, yjhitek, "Salvador Cipres" <scipres@gentexcorp.com>
Date : 2019/06/06 목요일 오전 8:14:09
Subject : Draft of Main Contract

Hello Kim,

Please see the attached cover letter and Draft of the Main Contract with Gentex edits. Would you please confirm that you have received this email and the 2 attached documents. Thank you.

Also, please let us know when you submit the cover letter and Draft of the Main Contract to DAPA.

We look forward to working with you to secure the contract award. If you have any questions, please let us know.

Thank you very much,

Don Tourtellott
Program Manager

Gentex Corporation
9859 7th Street
Rancho Cucamonga, CA 91730

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Lt.Col.(Ret.) Hyung-Soo Kim / Executive Director
Young-Jin Hi-Tek, Inc.
TraPalace # 632, 234 Hwangsaoul-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do, Korea (zip 13595)
Phone : 82-31-717-6451~2
Fax : 82-31-717-6453
Mobile: 82-10-8600-8956 (NEW)



DEFENSE ACQUISITION PROGRAM ADMINISTRATION

REPUBLIC OF KOREA

Government Complex-Gwacheon, 47, Gwanmun-ro, Gwacheon-si, Gyeonggi-do, 13809, ROK

INVITATION NO. : _____

CONTRACT NO. : _____

Contract Cover Sheet

The Defense Acquisition Program Administration hereby agrees to buy and the Gentex Corporation hereby agrees to sell "Pilot Protective Clothing Set-Iir" for R.O.K. Army in compliance with the Terms and Conditions of the Contract attached hereto.

Signed at

This _____ day of _____, 2019

Gentex Corporation

9859 7Th ST

Rancho Cucamonga, CA 91730

USA

Signed at : Gwacheon, Korea

This _____ day of _____, 2019

Defense Acquisition

Program Administration

Republic of Korea

Signature

Name :

Title :

Signature

Name : **Kim, Young Gu**

Title : **Director**

International Weapon

System Contracts Team

DAPA

목 차

Table of Contents

1 장 Section I.

계약일반조건 및 부칙 General Terms and Conditions & Annex

계약특수조건 Schedules

2 장 Section II.

구매요구서 Purchase Order

물품사양서 Commodity Specification

계약조건
한글

Terms & Conditions
ENGLISH

1. 총칙 (계약의 범위)

본 계약은 계약상대자와 방위사업청 간에 [계약 체결일 삽입] 체결되었다.

방위사업청은 대한민국을 대표하여 본 계약서에 따라 계약상대자로부터 물품을 매수한다.

계약상대자는 물품을 제조 및 판매를 하는 업체로서, 본 계약서에 따라 물품을 매도한다.

이에 따라 계약상대자와 방위사업청은 다음과 같이 합의한다.

2. 용어정의 및 해석기준

가. 계약상대자란 [국가명 삽입] 법률에 따라 적법하게 설립된 [법인명 삽입]으로서, 대한민국 법률에 따라 적법하게 물품을 매도하기 위해 본 계약을 체결하고, 본 계약상의 권리, 의무를 가질 권리능력이 있는 자를 말한다.

나. 방위사업청이란 대한민국 법률에 따라 설립된 국가기관으로서, 대한민국을 대리하여 물품을 매수하기 위해 본 계약을 체결하고, 본 계약상의 권리, 의무를 가질 권리능력이 있는 자를 말한다.

1. Scope of the Contract

This Contract (hereinafter referred to as the "Contract") is made as of [insert the date of execution] between DAPA and the Contractor.

DAPA, as a representative of Republic of Korea, desires to purchase from the Contractor, subject to terms and conditions of the Contract, the Commodity.

The Contractor is engaged in the manufacture and sales of the Commodity, and desires to sell to DAPA, subject to the terms and conditions of the Contract, the Commodity.

Accordingly, DAPA and the Contractor hereby agree as follows:

2. Definitions and Interpretations

a. "Contractor" shall mean ~~[insert the name of the Contractor, e.g., corporation, partnership, limited liability company, etc.]~~ Gentex Corporation duly incorporated or organized under the laws of ~~[insert the country where the Contractor is incorporated]~~, the State of Delaware, United States of America, who lawfully executes this Contract to sell the Commodity, and assumes all rights and duties under the Contract in accordance with the laws of the Republic of Korea.

b. "Defense Acquisition Program Administration" (hereinafter referred to as "DAPA") shall mean the government agency established under the laws of the Republic of Korea, who executes this Contract to buy the Commodity on behalf of Republic of Korea, and assumes all rights and duties under the Contract in

다. 최종사용자란 해당 계약 목적물을 운용하는 대한민국 군의 부대 또는 부서를 말한다.

라. 군수품무역대리업체는 방위사업법 제3조 제12호에 규정된 군수품무역대리업을 하는 자로서 부칙 1의 모든 의무를 부담한다.

마. 물품이란 본 계약의 목적물로서, 금전을 제외한 부속물, 부품, 기술 자료집, 교육, 용역 및/또는 기타 부가물이 포함되고, 본 계약 불임 2의 계약물품명세와 불임 8의 물품 사양서에 부합되어야 한다. 하지만, 본 계약서에서 명시적으로 언급되지 않는 한, 물품에 대한 검사, 검수, 수락검사 또는 기타 인도조건 등은 “물품”의 정의에 포함되지 않는다.

바. 용역이란 불임 2에 명시되어 있는 물품의 설치 및/또는 통합을 포함하는 용역이다. 하지만, 불임 2에서 명시적으로 언급되지 않는 한, 물품에 대한 검사, 검수, 수락검사 또는 기타 인도조건 등은 “용역”의 정의에 포함되지 않는다.

사. 물품의 인도란 본 계약서에서 명시적으로 제한하지 않는 한, 불임 4에 명시된 인도조건과 일정에 따른 유형물품의 인도뿐만 아니라, 불임 4에 명시된 이행 일정, 조건, 절차 등에 따른 교육, 용역 등 무형물품의 제공을 포함한다.

accordance with the laws of the Republic of Korea.

c. “End User” shall mean a military unit or department of the Republic of Korea, which will be in charge of operating the subject matter of the Contract.

d. “Munitions Sales Agent” (hereinafter referred to as “Commissioned Agent”) shall mean a person or entity who works as a commissioned agent defined Article 3(12) of the Defense Acquisition Program Act and who is responsible for all the obligations in Annex 1.

e. “Commodity” is the subject matter of transaction under the Contract, other than monies, including accessories, spare parts, technical data, training, Service and/or any other additions as it may be applicable, which correspond with the Commodity Descriptions in Schedule 2 and Commodity Specifications in Schedule 8 attached hereto. Any inspection, acceptance tests procedures or other delivery conditions regarding a Commodity in connection with this Contract, unless explicitly specified herein, shall not be construed to be included in the definition of “Commodity.”

f. “Service” means those services and/or activities performed by the Contractor, including but not limited to installation and/or integration, which are specified in Schedule 2 attached hereto. Any inspection, acceptance tests procedures or other delivery conditions regarding a Commodity in connection with this Contract, unless explicitly specified in Schedule 2, shall not be construed to be included in the definition of “Service.”

g. “Delivery of Commodity” shall mean, unless explicitly specified otherwise, delivery of tangible Commodity in accordance with delivery conditions and schedule specified in Schedule 4 attached hereto, as well as

아. 운송인이란 방위사업청과의 운송 계약에 따라 물품을 운송하거나 운송을 알선하는 개인 혹은 법인을 말한다.

자. 기간이 "일수"로 규정된 경우 그 기간은 계속적 방법으로 계산한다. "며칠부터 며칠까지"로 표시된 기간은 표시초일과 표시말일을 포함한다.

차. 본 계약의 양 당사자가 별도로 서면합의 하지 않는 한 불임 4에 명시된 FCA, FOB, CFR, DAP 조건 또는 기타 인도 조건은 Incoterms 2010 (국제 상업 회의소, 공표 제715호)에 따라 규율한다.

카. 계약이행보증금 또는 선금환급보증을 위한 보증 신용장을 포함하여 본 계약의 이행을 위하여 개설되는 모든 신용장은, 적용 가능한 범위 내에서 신용장 통일규칙 (2007 개정, 국제 상업회의소, 공표 제600호) 에 의하여 개설, 통지, 운용된다.

타. 제작자란 독립적으로 기능을 발휘하는 물품을 제작하는 업체 또는 각기 제작된 구성품을 통합 또는 조립하여 최종적으로 제작 완성하는 업체를 말한다.

파. 계약 조력자란 계약상대자([법인명]의 산하기관 및 연구소 포함)의 계약 체결 및 이행

completion of performance by the Contractor of other intangible Commodities such as training, Service, etc. in accordance with conditions, schedules, procedures, etc. applicable to such performance as specified in Schedule 4.

h. "Carrier (or Freight Forwarder)" means any person or entity, who undertakes to perform or to procure performance of the carriage of the Commodity under a contract with DAPA.

i. When a time or period is stipulated "in number of days", it is counted on a continuous basis. A time or period expressed as "from" a given date "to" a given date shall include the two given dates preceded by "from" and "to."

j. Unless otherwise agreed in writing between both parties, FCA, FOB, CFR, DAP or other delivery terms stipulated in Schedule 4 attached hereto shall be governed by Incoterms 2010 (Publication No. 715 of the International Chamber of Commerce).

k. Any type of documentary credit employed under this Contract, including the standby letter of credit for Performance Bond or Repayment Guarantee, shall be issued, advised and operated subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, Publication No. 600 of the International Chamber of Commerce), insofar as they are applicable.

l. "Manufacturer" shall mean a company that manufactures an item that functions independently or is in charge of manufacturing at the final process by integrating or assembling independently manufactured parts.

m. "Facilitator" shall mean external individuals or

과정에서 본 계약에 조력하는 외부의 자연인 또는 단체(법인을 포함하며, 대리인·자문·고문·컨설팅업자 등 그 명칭을 불문한다)를 말한다. 다만, 군수품무역대리업체는 제외한다.

하. 불임이란 일반조건에 추가되는 세부이행조건인 특수조건이고, 이는 일반조건에 우선한다.

3. 계약금액

계약상대자는 [계약금액 삽입] (이하 “계약총액”이라 함)에 대한 대가로서 본 계약의 조건에 따라 방위사업청에게 물품을 제공하여야 한다. 본 계약은 확정계약이다. 계약금액에 대한 자세한 사항은 불임 3에 명시되어 있다.

4. 계약의 이행

가. 계약상대자는;

- (1) 자신의 위험과 비용으로, 물품의 수출에 필요한 수출허가 및/또는 계약상대자의 정부 승인을 받아야 하고, 필요한 경우, 이와 관련된 다른 국가의 정부 승인도 받아야 한다.
- (2) 불임 4에 명시된 바에 따라 방위사업청에게 자신의 위험과 비용으로 물품을 인도하여야 하고, 물품의 인도와 동시에 방위사업청에게 우편, 전자우편 또는 팩스로 물품의

organizations (including legal entity and regardless of whether they are referred to such as proxy, counsel, advisor or consultant, etc.) who facilitate the Contractor (including organizations affiliated to and research centers of [Name of the Contractor]) in the process leading up to this contract or in implementing this contract. However, Agents are not included in the scope of Facilitators.

- n. “Schedule” shall mean the specific and detailed terms and conditions to be implemented in addition to General Terms and Conditions, and shall take precedence over the General Terms and Conditions.

3. Contract Price

The Contractor shall provide the Commodity to DAPA subject to terms and conditions of the Contract in consideration of Twenty-Two Million Six Hundred Eighty-Six Thousand Eight Hundred Thirty-Two United States Dollars (\$22,686,832 USD) (the “Contract Price”). This Contract is a fixed price contract. Details regarding the Contract Price are specified in Schedule 3 attached hereto.

4. Performance of this Contract

a. The Contractor must:

- (1) Obtain at its own risk and expense any export license and/or the Contractor's government approval necessary for export of the Commodity, ~~and if required, obtain the approval from the governments of other countries related thereto.~~
- (2) Effect Delivery of the Commodity at his own risks and

인도사실을 통지하여야 한다.

(3) 부칙5에서 정한 청렴서약 특수조건을 엄격히 준수하여야 한다.

(4) 부칙 9에서 정한 양식에 따라 계약 조력자 현황을 제출하여야 한다.

나. 방위사업청은 계약상대자의 물품 인도에 대한 대가로 제7조에 명시된 조건 및 지불 일정에 따라 계약상대자에게 대금을 지급해야 한다.

5. 계약이행보증금

가. 계약상대자는 제32조에 규정된 본 계약의 발효일로부터 30일 이내에, 계약 총액의 10%에 해당하는 계약이행보증금을 방위사업청에게 제공하여야 한다.

나. 계약이행보증금은 현금 예치, 보증신용장 또는 보증보험증권으로 설정되어야 하고, 설정형태에 따라 아래의 조건을 충족하여야 한다.

(1) 보증신용장으로 설정된 계약이행보증금의 경우, 방위사업청을 수익자로 하는 일람출급 보증신용장의 형태로 설정되고, 방위사업청이 지정한 대한민국의 은행에서 방위사업청의 청구에 의하여 일람불 지급이 가능한 것이어야 하며, Moody's, S & P 또는 Fitch IBCA와 같은 국제 신용평가 기관에 의해 우량 재무등급으로 판정받은 은행에 의하여 발급되어야 한다. 이때, 보증신용장 양식은 부칙3과 같다.

(2) 보증보험증권으로 설정된 계약이행보증금은 계약상대자가 개설한 보증증권회사에서

expenses in accordance with delivery conditions and schedule specified in Schedule 4 attached hereto, and notify DAPA without delay by mail, email or fax that the Commodity has been delivered.

(3) Strictly abide by the Special Terms and Conditions for Integrity Pledge shown in Annex 5 attached hereto:

(4) Submit a status on its Facilitators as provided in Annex 9.

b. DAPA must make payment(s) to the Contractor in consideration for Delivery of the Commodity in accordance with terms, conditions and payment schedule specified in Article 7 hereof.

5. Performance Bond

a. The Contractor shall provide DAPA with a performance bond in a definite sum equal to ten percent (10%) of the Contract Price within thirty (30) days from the effective date of this Contract as specified in Article 32 hereof (the "Performance Bond"). For the avoidance of doubt, the Performance Bond stated herein shall cover this Main Contract and any subsequent or related Offset Agreement. No other performance bonds shall be required as part of this Main Contract or subsequent or related Offset Agreements.

b. The Performance Bond shall be established in the form of cash deposit, standby letter of credit or surety bond, and shall meet the following requirements.

(1) In case of the Performance Bond established in the form of standby letter of credit, it shall be issued in favor of DAPA payable at sight at the counters of a bank designated by DAPA Contractor, and the issuing

방위사업청의 청구에 의하여 지급이 가능한 것이어야 한다.

다. 계약이행보증금은 방위사업청의 사전 서면동의 없이 변경, 수정, 또는 취소될 수 없으며, 제22조에 명시된 품질보증기간 만료 시까지 유효해야 한다.

라. 계약상대자가 제18조에 명시된 바와 같이 계약을 불이행하였을 경우, 방위사업청은 계약이행보증금을 몰수한다.

마. 계약이행보증금의 통화는 불임3에서 명시된 통화로 표시 되어야 한다.

바. 물품의 인도가 지연되어 최종 인도일이 지연될 경우, 그 지연된 기간만큼 계약이행보증금의 유효기간도 연장되어야 하며, 계약상대자는 즉시, 연장에 관한 사항을 개설은행을 통하여 방위사업청에 통지해야 한다.

6. 선금환급보증

가. 본 계약에 따라 계약상대자에게 선금이 지급될 경우 계약상대자는 방위사업청을 수익자로 한 보증보험증권 또는 일람출급 보증신용장 형태의 선금환급보증을 제공해야 한다. 동 보증을 보증신용장으로 설정할 경우에는 Moody's, S & P 또는 Fitch IBCA와 같은 국제 신용평가 기관이 우량 재무등급으로 판정한 은행에서 발급된 것이어야 하고, 그 양식은 부칙4와 같다.

bank shall have high financial grades rated by international credit rating agencies such as Moody's, S&P, or Fitch IBCA. The format of such Performance Bond is shown in Annex 3 hereto.

(2) In case of Performance Bond established in the form of surety bond, it shall be payable upon the DAPA's request at the guarantee insurance company, where the Contractor has issued the surety bond.

c. The Performance Bond shall not be amended, modified, or cancelled without prior written consent by DAPA, ~~and be valid until the expiry of the warranty period as specified in Article 22.~~

d. In case the Contractor commits a contractual breach of this Contract as stipulated in the Article 18 hereof, DAPA shall confiscate the Performance Bond. Notwithstanding any other condition herein, if the Performance Bond is confiscated, in whole or in part, it shall not be extended or renewed.

e. The currency of the Performance Bond shall be expressed in the currency as stipulated in Schedule 3 attached hereto.

f. In case any delay in Delivery of Commodity occurs and the latest date of Delivery of Commodity is consequently extended for a given period, the validity of the Performance Bond shall be extended for an equal given period. Upon such an extension, the Contractor shall notify DAPA through the opening bank without delay.

6. Repayment Guarantee

나. 계약상대자는 선금이 지급되기 최소 14일 전에 선금환급보증을 설정하여 방위사업청에게 통지하여야 한다. 계약상대자가 선금환급보증을 이와 같이 설정하지 않을 경우, 계약상대자에게 선금이 지급되지 않는다.

다. 선금환급보증은 방위사업청의 사전 서면동의 없이 변경, 조정, 또는 취소될 수 없고 물품의 인도일로부터 90일이 경과할 때까지 유효하여야 한다. 본 계약조건에 따라 각 물품의 인도가 완료되는 경우, 선금환급보증 금액은 붙임 6에 따라 계약금액에 비례하여 감액된다. 단, 감액은 각 물품의 인도일로부터 90일이 경과하기 전에는 이루어질 수 없다.

라. 선금환급보증의 통화는 붙임3에서 명시된 통화로 표시되어야 한다.

마. 선금환급보증의 금액은 선금액에 동 보증의 유효기간 만료일까지 LIBOR(12개월, 보증서 발행일 기준)에 2%를 더한 이자율로 발생하는 약정이자액을 가산한 금액 이상이어야 한다. 물품의 인도가 지연되는 경우, 그 지연기간 만큼 유효기간도 연장되어야 하고, 그 금액은 동 연장기간 동안 발생하는 추가이자 만큼 증액되어야 한다. LIBOR 기준화폐는 원칙적으로 계약화폐로 하되, 계약화폐가 LIBOR 고시대상 통화가 아닌 경우 등 적용이 어려운 경우에는 USD로 한다.

a. In case any advance payment is to be paid to the Contractor under this Contract, the Contractor shall provide to DAPA a repayment guarantee in the form of surety bond or standby letter of credit issued to DAPA payable at sight in favor of DAPA (the "Repayment Guarantee"). The format of such Repayment Guarantee is shown in Annex 4 hereto. Failure on the part of DAPA to reduce the Repayment Guarantee in accordance with this article shall be considered an excusable delay for the Contractor's subsequent performance and for majeure event under the terms of this agreement.

b. The Repayment Guarantee shall be established and advised to DAPA at least fourteen (14) days before the advance payment is made to the Contractor. No advance payment shall be paid to the Contractor in the event that the Contractor fails to establish the Repayment Guarantee as stipulated in this subparagraph.

c. The Repayment Guarantee shall not be amended, adjusted or cancelled without prior written consent of DAPA, and shall be valid until the expiration of ninety (90) days from the date of Delivery of Commodity. Upon each Delivery of Commodity in compliance with this Contract, the amount of the Repayment Guarantee shall be reduced in proportion to the contract value of each delivered Commodity in accordance with the reduction schedule in Schedule 6 attached hereto. Such reduction shall ~~not be effected before expiration of ninety (90) days~~ occur no later than thirty (30) days from the actual date of each Delivery of Commodity.

d. The currency of the Repayment Guarantee shall be as stipulated in Schedule 3 attached hereto.

바. 선금환급보증은 방위사업청이 지정한 대한민국의 은행에서, 계약상대자의 귀책사유 또는 불가항력으로 인해 물품이 인도되지 못 했다는 내용을 기재한 방위사업청의 서면 청구에 의해, 일람불로 지급 가능한 것이어야 한다.

7. 대금결제

가. 방위사업청은 계약금액을 불임 3에 명시된 미화, 원화 및/또는 그 밖의 국가의 법정통화로 지급한다.

나. 대금결제 방식은 [송금/신용장]으로 한다.

(1) 송금 방식을 선택한 경우, 계약상대자는 물품의 인도 후, 불임 7에 명시된 서류를 방위사업청에게 송부하여야 한다. 방위사업청은 그러한 서류를 수령한 후 21일 내에 불임 7에 명시된 계약상대자의 은행구좌로 계약금액을 전신환으로 송금한다.

(2) 신용장 방식을 선택한 경우, 계약상대자는 물품의 인도 후 불임 7에 명시된 서류를 매입은행에 제출하고, 방위사업청은 그러한 서류를 신용장 개설은행으로부터 수령 후 신용장에 명시된 대금지불 조건에 따라 대금을 지불한다.

다. 물품수령 후 대금지불 조건의 경우, 최종사용자는 물품을 검수한 후 부칙6과 같은 물품수령 확인서를 발행하며, 최종수락시험(SAT)을 실시하는 경우 부칙7과 같은 최종수락시험

e. The amount of the Repayment Guarantee shall be greater than or equal to the advance payment plus its interest which will be accrued until the expiry date of the Repayment Guarantee at the rate of LIBOR(12month LIBOR, on the date of Repayment Guarantee issuance) plus two percent (2%). If any delay in the Delivery of the Commodity occurs, the validity of the Repayment Guarantee shall be extended for the given period, and its amount shall be increased by the additional interest to be accrued for the extended period of time. Although the currency for LIBOR should be based on the contract currency by principle, this can be changed to USD if it is difficult to apply the contract currency for reasons such as the rate not being announced for that specific currency.

f. The Repayment Guarantee shall be payable at sight at the counters of the Korean bank nominated by DAPA against the DAPA's written statement to the effect that Delivery of the Commodity has not been performed by reason of the Contractor's fault or Force Majeure Event.

7. Payment

a. The Contract Price will be paid in U.S. Dollars, ~~Korean Won, and/or other country's legal currency as specified~~ in Schedule 3 attached hereto.

b. The payment method will be ~~cash payment~~ / documentary letter of credit advised by a United States Bank of Contractor's choosing. All costs associated with establishing the documentary letter of credit shall be borne by DAPA.

(1) In case of cash payment, the Contractor shall send the documents as specified in Schedule 7 attached hereto to

(SAT) 확인서를 발행한다. 이 경우에 대금은 해당 물품수령 확인서와 최종수락시험(SAT) 확인서가 방위사업청에게 접수된 후 본 조 나항에 따라 지불된다. 다만, 물품수령 확인서에 하자품, 이종품[불임2 계약물품명세서의 물품과 실제 납품한 물품이 다른 경우], 수량부족분이 있는 것으로 명시된 경우 또는 최종수락시험(SAT) 결과 불합격으로 확인된 경우 방위사업청은 해당 대금의 지급을 보류할 권리를 가진다.

라. 계약상대자가 제35조에 따라 계약상대자의 계약상의 의무 중 대한민국 내에서 이행되어야 할 분리 가능한 특정 부분을 대한민국 국민 또는 대한민국 업체에 양도할 경우, 그 양도부분에 대한 계약금액은 경우에 따라 대한민국 양수인에게 원화로 지급된다.

마. 선금을 포함하여, 본 계약 하의 어떠한 금액도 계약이행보증금이 제5조에서 약정된 대로 설정되지 않는 한 지급되지 않는다.

바. 계약상대자가 「방위사업법」 또는 「국가를 당사자로 하는 계약에 관한 법률」에 따라 입찰참가자격 제한을 받고 그 제한기간 중에 있는 경우에는 선금은 지급되지 않는다.

사. 방위사업청이 절충교역을 기본계약과 분리하여 추진하기로 결정한 경우에 절충교역 합의각서 체결 전까지 대금(선·중도금 등) 중 일부(절충교역 의무가치의 10%)를 지불 보류한다.

8. 물품의 사양

가. 물품의 사양은 불임 8에 명시되고, 불임 8에 특별히 명시되지 않더라도, 인도되는 물품이나

DAPA immediately after the delivery of the Commodity. DAPA shall remit the appropriate payment by telegraphic transfer to the Contractor's bank account as stipulated in Schedule 7 attached hereto within twenty-one (21) days after receiving such documents.

(2) In case of documentary letter of credit, the Contractor shall present the documents as specified in Schedule 7 attached hereto to the negotiating bank immediately after the delivery of the Commodity, and DAPA shall make the payment in accordance with the relevant conditions of the documentary letter of credit after it has received such documents from the issuing bank.

c. In case the payment is conditioned on receipt of the Commodity, the End User shall issue the Certificate of Receipt as shown in Annex 6 after inspection, and SAT Certificate shall be issued as shown in Annex 7, if SAT is to be implemented. Payment shall be made after DAPA receives such Certificate of Receipt and SAT Certificate, in compliance with Article 7b. However, DAPA reserves the right to withhold payment if the Certificate of Receipt indicates any defect, discrepancy [inconsistency between Schedule 2 Commodity Description and items actually delivered], quantity shortage, or SAT failure.

d. If the Contractor delegates any separable portion of its contractual duties to a Korean person or corporation pursuant to Article 35 hereof which is required to be performed in Korea, applicable payment in consideration for such delegated portion shall be paid in Korean Won to the Korean assignee, as the case may be.

e. Any payment under this Contract, including any advance payment, if any, shall not be made unless and until the

그 일부는 모든 면에서 방위사업청의 구매목적에 부합하는 신품 이어야 하며, 계약상대자가 통상적으로 타 구매자에게 공급하는 물품과 모든 면에서 동등한 성능의 것이어야 한다.

나. 본 계약과 관련된 도면을 계약상대자가 제출할 경우 모든 도면은 본 계약의 물품사양과 일치하여야 하고, 본 계약의 체결 시 방위사업청이 승인한 도면은 본 계약의 일부를 구성한다.

다. 계약상대자가 의하여 예비부품을 공급하는 경우, 예비부품은 붙임 8에 명시된 원 부품과 본질적으로 동일한 것이어야 하고, 붙임 8에 명시된 장비, 또는 물품의 완성에 필요한 모든 부속품은 방위사업청에게 어떠한 추가비용을 부과하지 않고 공급되어야 한다.

9. 부품번호 변경의 사전통보

가. 계약상대자가, 붙임 2 또는 붙임8에 명시된 부품번호와 상이한 부품번호의 부품을 공급하고자 할 경우나 명시된 부품의 대체 부품을 공급하고자 할 경우, 인도예정일 45일 전까지 방위사업청에게 그 변경사항을 통지하여 사전승인을 받아야 하고, 이 경우 부품의 성능에는 전혀 변화가 없어야 한다.

나. 본 계약이 체결된 이후 물품 또는 그 부품에 성능개선이 이루어 져, 계약상대자가 동 개선된 물품이나 부품을 인도하고자 할 경우, 계약상대자는 인도일 3개월 이전에 성능 개선에 대한 기술자료와 개선배경 설명서를

Performance Bond has been established as stipulated in Article 5 hereof.

f. Advance payment will not be provided if the Contractor is imposed with legal restrictions by Defense Acquisition Program Act or Act on the Contract to Which the State is a Party for the duration of such restraint.

g. In the event DAPA decides to conduct offset separate from the main contract, a portion (10% of offset obligation value) of payment (advance payment or installment payment) shall be withheld until the offset MOA is signed.

8. Specifications of the Commodity

a. All the contractual specifications of the Commodity shall be enumerated in Schedule 8 attached hereto. Even if there is no express stipulation in Schedule 8, the Commodity or any part thereof to be delivered shall be new product(s) complying with the purpose of the DAPA's procurement, and be equivalent in all respects to the commodity normally supplied to other buyers by the Contractor.

b. In case the Contractor furnishes any drawing in connection with the Contract, the drawing(s) shall be in conformity with the contractual specifications. Such drawing(s) approved by DAPA at the time of conclusion of this Contract shall make part of this Contract.

c. In case spare parts are supplied by the Contractor, those shall be substantially identical to the original parts specified in Schedule 8. All fittings and/or accessories necessary for completion of the equipment which is a part of the Commodity, as specified in Schedule 8 shall

방위사업청에게 제출하여 방위사업청의 서면승인을 득한 후 인도 하여야 한다.

10. 제작자 도면 및 설명서

본 계약에 따라 공급되는 물품의 설치 및/또는 운용을 위하여 제작자의 도면 및/또는 설명서가 필요한 경우, 계약상대자는 영문으로 작성된 도면 또는 설명서를 불임 10에 규정된 기일 내에 방위사업청에게 제출하여야 한다. 제작자 도면 및 설명서와 관련한 기타 사항은 불임10에 명시된 바와 같다.

11. 설치 및/또는 통합과 교육훈련용역

가. 계약상대자가 설치 및/또는 통합과 교육훈련을 제공하는 경우, 계약상대자는 불임 11에 명시된 방위사업청의 요구사항에 따라 물품을 설치 및/또는 통합을 수행하여야 하고, 또한 물품의 운용과 정비유지를 위한 충분한 교육훈련용역을 제공하여야 한다.

나. 상기 설치 및/또는 통합과 교육훈련 용역은 계약상대자의 자격 있는 기술자가 추가 소요비용을 방위사업청에게 부담시키지 않고 수행, 제공하여야 하고, 방위사업청이 승인한 일정 계획서대로 진행하여야 한다.

12. 도색 및 보호피막

본 계약에 따라 공급되는 물품, 그 결합체 및 부품 등은, 물품이 안전하게 운송되고 물품의 성능이 방위사업청의 사용목적에 충족시키도록, 그 표면에 도색 및/또는 보호피막 처리가 되어야 한다. 필요한

be furnished by the Contractor without any additional cost charged to DAPA.

9. Prior Notice of any Changed Part Number

a. In case the Contractor intends to deliver any part, of which part number is changed from that indicated Schedule 2 and/or Schedule 8, or which replaces that stipulated in Schedule 2 and/or Schedule 8, the Contractor shall notify DAPA thereof at least forty-five (45) days prior to the delivery date for the DAPA's approval. In this case, such part shall be exactly the same as that specified in this Contract in its performance.

b. If the Commodity or any part thereof is improved in its function or capability after this Contract is executed, and if the Contractor intends to deliver the improved Commodity or its part(s), the Contractor shall, at least three (3) months prior to delivery, submit to DAPA the pertinent technical data and the background information on such improvement for the DAPA's approval thereof.

10. Manufacturer's Drawings and Instructions

Subject to US export control laws and regulations, in case the Manufacture's drawings and/or instructions are necessary for the installation and/or the operation of the Commodity, the Contractor shall submit to DAPA the drawings and/or instructions prepared in English within the time stipulated in Schedule 10 attached hereto. Other details in connection with Manufacture's drawings and instructions shall also be specified in Schedule 10.

11. Installation and/or Integration and Training Services

a. If the Contractor is to make an installation and/or

경우, 도색 및/또는 보호 피막의 세부사항은 불임12에서 약정 한다.

13. 검사 및 수락

가. 본 계약에 의해 공급되는 물품은 불임 13에 따라 검사를 받아야 한다

나. 검사에 필요한 모든 경비는 계약상대자가 부담하여야 한다.

다. 검사결과 수락된 물품은 검사자의 표식이 날인되거나 형판인쇄 또는 라벨이 부착되어야 한다.

라. 계약상대자는 (1) 해당 인도에 포함된 물품의 명칭과 수량을 표시하는 서류 (본 서류는 같은 정보를 명시하는 상업송장으로 대체할 수 있음)와, (2) 해당 인도에 포함된 물품이 불임 2 및 8에 일치함을 보증하는 품질검사인증서류 (품질검사인증서, 제작자검사증명서, 공장수락검사 증명서, 시험검사 확인서, 국제산업규격, 공급국 품질 확인서 등 합의된 양식에 따라 제출)를 방위사업청에게 제출하여야 한다. 품질검사인증 서류 중 품질검사인증서, 제작자검사증명서, 공장수락검사증명서는 반드시 공인된 품질검사 기관의 인증을 받거나 또는 제작자에 의해 서명되어야 한다. 계약상대자는 위에 언급된 서류의 기재내용과 진술보증이 정확하고 사실임을 담보한다. 이후 위에 언급된 서류의 기재내용과 진술보증이 정확하지 않거나 사실이 아니라고 밝혀질 경우, 해당 인도는 “물품의 인도”에 해당한다고 볼 수 없고, 상기 서류가 정확하지 않거나 사실이 아니라고

integration for the Commodity or provide training services, the Contractor shall make installation and/or integration for Commodity and shall also provide sufficient training for operation and maintenance of the Commodity, in accordance with the DAPA's requirements specified in Schedule 11.

b. Such installation and/or integration and such training services shall be made and provided by the Contractor's qualified engineers or technicians without any additional cost or expense charged to DAPA and shall be carried out as per the schedule approved by DAPA.

12. Painting and Protective Coating

The surface of the Commodity, its assemblies and part(s) thereof shall be painted and/or be applied by protective coating to ensure safe transport and to meet the DAPA's purpose of use. If required, details of such paint and/or protective coating shall be stipulated in Schedule 12.

13. Inspection and Acceptance

a. The Commodity shall be inspected in accordance with Schedule 13 attached hereto.

b. All costs and expenses in connection with the inspection shall be borne by the Contractor.

c. The Commodity which has been inspected and accepted in compliance with all the contractual requirements shall be stamped, stenciled or labeled with the inspector's own emblem.

밝혀지기 전의 그 어떠한 방위사업청의 언행도 해당 인도를 수락한다고 해석될 수 없다. 이러한 경우, (1) 방위사업청은 신속히 해당 물품을 계약상대자에게 반송(계약상대자가 비용과 위험을 부담)하고, (2) 계약상대자는 해당 인도의 대가로 지불된 대금을 즉시 방위사업청에게 돌려주어야 한다. 위에 언급된 두 가지의 서류가 정확 하지 않거나 사실이 아니기 때문에 물품의 인도가 지연될 경우, 제20조에 따라 계약상대자에게 지체상금이 부과되며, 지연이 계속되면 이는 제18조에 규정된 “계약불이행”에 해당한다.

14. 물품의 포장

가. 계약상대자는, 물품이 안전하게 운송인에게 인도되고 운송인에 의하여 안전하게 최종사용자에게 수송될 수 있도록, 부품의 특성에 따라 내부포장(날개포장) 및 외부포장을 구분하여 포장하여야 하고, 내부포장(날개포장) 및 외부포장에는 최종사용자가 용이하게 식별할 수 있도록 품명, 재고번호, 제조일자, 유효일자, 수량 등을 ‘국방표준바코드 지침서’에 따라 표시하여야 한다. 외부포장은 운송인이 수용가능한 수출표준 외부포장으로 하여야 하고, 수송중 화물의 변질, 파손, 도난, 유실, 등을 방지할 수 있는 목재나 골판지 등의 튼튼한 소재를 사용하여 포장을 하되 외관상 다른 화물과 구분할 수 있는 화물 단위로 포장하여야 한다.

d. The Contractor shall submit (1) a document listing Commodities and the quantity thereof being delivered in the given shipment, (which may be replaced by a shipping document containing the same information such as commercial invoice), and (2) an agreed form of certificate of quality inspection testifying to the conformance of such Commodity to its description and specification specified in Schedule 2 and 8 (mutually agreed form such as Certificate of conformity, Manufacturer’s inspection certificate, FAT certificate, certificate of inspection, international industrial standards, quality certificate of the supplying country, etc.) Among the aforesaid forms of certificate of quality inspection, Certificate of conformity, Manufacturer’s inspection certificate, and FAT certificate shall either be authorized by an accredited organization or bear the signature of the Manufacturer. The Contractor shall assure that all statements, representation and warranties made in the documents above shall be true and correct. In case any statement, representation or warranty made in the documents is found to be untrue or incorrect, the delivery of Commodity with such untrue or incorrect documents shall not constitute Delivery of Commodity, nor shall any of the DAPA’s actions or statement made prior to knowledge of such untrue or incorrect documents be deemed “acceptance” of shipment by DAPA. In such case, (1) the concerned Commodity shall be promptly returned to the Contractor at the risk and expenses of the Contractor, and (2) any money paid in consideration of the concerned delivery shall be immediately returned to DAPA. If delay in Delivery of Commodity occurs due to untrue or incorrect documents mentioned above, liquidated damages shall be levied pursuant to Article 20. In addition, if the delay continues, it shall constitute material breach of the Contract under Article 18 of the Contract.

나. 물품은 운임이 최소화되도록 불필요한 중량이나 적재공간이 발생하지 않게 포장되어야 하고, 불충분하거나 부적절한 포장으로 인해 발생하는 손실에 대해서는 계약상대자가 책임진다. 포장물질의 재료는 부득이한 경우를 제외하고 환경 친화적인 것이어야 하며, 목재를 사용하여 포장을 할 경우에는 자연환경 보호를 위해 목재포장재에 대한 소독처리 완료 후 물품을 선적하여야 한다.

다. 각 포장 또는 컨테이너 마다 세부 포장명세서 1부가 동봉되어야 하고, 배럴, 드럼 등 특수한 포장단위일 경우에는 세부포장명세서가 포장외부에 형판인쇄 되어야 한다.

15. 운송포장의 표기

가. 각 포장단위 또는 컨테이너는 적송품이 신속, 용이하게 식별될 수 있도록 표시되어야 한다.

나. 동 표시에는 아래사항이 포함된다:

- (1) 수입자: 방위사업청
- (2) 수하인: 대한민국 국군 수송사령부 또는 공군 60 수송 전대
- (3) 계약번호
- (4) 최종사용자
- (5) 하역항 또는 하역공항

14. Packing of the Commodity

a. The Contractor shall be responsible for separate packings of interior (per Unit Packing) and exterior of the Commodity based on the characteristics of parts to ensure safe delivery to the Carrier and to the End User by the Carrier. For the interior (per Unit Packing) and the exterior, the Contractor shall indicate the name of the Commodity, National Stock Number, date of manufacture, effective date of the Commodity, quantity, etc. in accordance with the 'Standard Guidelines for Barcode Operation Program of the Ministry of National Defense for easy identification of the Commodity by the End User. For the exterior, the Contractor shall ensure that packing is in accordance with export packing standard acceptable by the Carrier, and shall make sure to pack the Commodity with sturdy materials such as woods or corrugated cardboard to prevent deterioration, breakage, theft, loss of the cargo during delivery and to distinguish the Commodity from other cargoes in appearance.

b. The packing shall be done free of any unnecessary weight or freight space. The Contractor shall be liable for any loss or damage arising from insufficient or inadequate packing. Unless where inevitable, packing material shall be of environment-affinity. In the event that wooden materials are used for packing of Commodity, such wooden materials must be disinfected in order to protect the environment.

c. In each package or container, one (1) copy of the detailed packing list shall be enclosed. In case the Commodity is packed in special package such as barrel or drum, the detail packing list shall be stenciled on the

(6) 포장 또는 컨테이너의 수, 품목번호, 포장 또는 컨테이너화 된 물품의 수량

(7) 물품명세

(8) 순중량, 총중량 및 용적

(9) 계약상대자 표지 및/또는 등록상표

(10) 주의표지

(11) 목재포장지를 이용하여 물품 선적 시 소독처리 마크

(12) 기타 본 계약에서 요구되는 표식

16. 인도준비 완료 통지

계약상대자는 물품의 인도준비에 관하여 방위사업청과 운송인에게 우편, 전자우편 또는 팩스로 통지한다. 동 통지는 계약번호, 인도될 물품에 관한 부피나 중량 등이 포함된 간단한 명세, 송장금액 등과 같은 관련자료들을 포함하여 최소한 인도예정일 30일 전에 해야 한다.

17. 분할납품

붙임 17에서 명시적으로 분할납품을 허용하지 않는 한 물품의 분할납품은 허용되지 않는다.

18. 계약불이행

가. “계약불이행”이란 본 계약상의 주요 의무를 이행하지 않음을 의미한다.

나. 아래 열거한 경우는 계약불이행에 해당한다:

outside of such a special package.

15. Marking of Transit Packs

a. Each package or container shall be marked for speedy and easy identification of the consignment.

b. Such marking shall cover the following items :

(1) Importer : Importer : Defense Acquisition Program Administration

(2) Consignee : Defense Transportation CMD or 60th Transportation Group AFLC

(3) Contract Number

(4) End User

(5) Port or Airport of discharge

(6) Number of packages or containers, item numbers and quantity of the Commodity packed or contained

(7) Commodity description

(8) Net weight, Gross weight and Cubic measurement

(9) Contractor's marks and/or trade marks

(10) Caution marks

(11) In the event that wooden materials are used for packing of the Commodity, mark that evidences such wooden material to have been disinfected

(12) Other markings required by this Contract

16. Notification of Readiness for Delivery

At least thirty (30) days prior to the scheduled delivery date, the Contractor shall notify by mail, email or fax to

(1) 본 계약에서 약정한 기간 내에 물품의 인도를 이행하지 못한 경우 (붙임 2 계약물품명세서와 부합하지 않는 이종품 또는 붙임 2 계약물품명세서의 물품 수량보다 적은 수량을 납품하고, 이를 납기 내에 치유하지 못한 경우를 포함한다.)

(2) 본 계약 붙임 2와 8에 명시된 물품의 모든 성능 요건을 충족하지 못하는 경우

(3) 계약상대자가 이행기일 이전에 본 계약의 이행을 거절하는 경우

(4) 계약이행보증금, 하자보수보증금 또는 선금 환급보증을 설정하지 않거나, 본 계약이 요구하는 설정조건을 변경하지 않은 경우 또는 유효기간을 연장하지 않은 경우

(5) 제22조에 규정된 하자보증의무를 이행하지 못한 경우

(6) 절충교역의 의무가 적용되는 경우, 제35조의 가항 및 나항에 명시된 절충교역의 의무를 이행 하지 못한 경우

(7) 기타, 계약상대자가 본 계약상의 주요 의무를 기본적으로 이행하지 않은 경우

19. 계약해제/해지

가. 계약상대자가 본 계약을 불이행하였을 경우, 방위사업청은 이를 계약상대자에게 문서로

DAPA and the Carrier of the readiness for delivery. Such notification shall include pertinent information such as Contract number, brief description including volume, weight, etc. of the Commodity to be delivered, invoice amount and other necessary data.

17. Partial Performance

Unless it is specifically authorized in Schedule 17, partial performance of this Contract is not allowed.

18. Breach of Contract

a. A party shall be deemed to have committed a material breach when it fails to perform substantial obligations under the Contract.

b. Any of the events enumerated below constitutes the Contractor's material breach of this Contract:

(1) Failure to effect Delivery of Commodity within the agreed period (includes a failure to replace within the agreed time any products which do not conform to the Commodity Description in Schedule 2 or supplement a shortage in the quantity of Commodities specified in the Commodity Description in Schedule 2.);

(2) Failure to satisfy all the requirements and/or specifications of the Commodity as specified in Schedule 2 and 8 attached hereto:

(3) Anticipatory repudiation of this Contract by the Contractor:

(4) Failure to establish the Performance Bond, the

통보하고, 계약상대자가 통보를 받은 날로부터 50일 내에 계약불이행을 치유하지 않을 경우, 방위사업청은:

- (1) 본 계약의 전부 또는 일부를 해제/해지하고,
- (2) 제5조에 규정된 계약이행보증금 전액을 몰수하며,
- (3) 계약상대자에게 지급된 선금의 전부 또는 일부 및 그 이자를 제6조에 규정된 선금환급보증 조항에 따라 회수할 수 있다.

다만, 합리적인 입증에 따라, 계약불이행으로 인한 실손해액이 몰수된 계약이행보증금의 액수를 초과할 경우, 계약상대자는 방위사업청에 초과된 실손해액 만큼을 배상하여야 한다.

나. 방위사업청이 본 조 가항에 따라 본 계약의 전부 또는 일부를 해제 / 해지할 경우 방위사업청은 등기우편 등 수취인이 접수, 확인이 가능한 방법으로 그 취지를 계약상대자에게 통지하여야 한다.

다. 본 조항에 따라 계약의 전부 또는 일부가 해제/해지된 경우, 방위사업청은 해제/해지 후 6개월 이내에 다른 공급원으로부터 본 계약의 목적에 부합 되는 물품을 조달할 수 있으며, 이로 인해 발생하는 일체의 초과비용은 매도인의 부담이다.

라. 본 계약의 일부 해지 사유가 발생한 경우, 방위사업청은 본 조에 규정된 권리 이외에, 인도되지 않고 있는 완제품이나 본 계약의 이행을 위한 반제품에 대하여 그 소유권 이전 및 인도를 요구할 수 있다.

Warranty Bond or the Repayment Guarantee, or amend or extend the validity as required by the Contract:

- (5) Failure to perform the Warranty Obligations stipulated in Article 22 hereof;
- ~~(6) Failure to perform the offset obligations pursuant to Article 35a and b, if applicable;~~
- (7) Any other significant non-performance of any of the Contractor's major obligations stipulated in this Contract

19. Revocation/Termination

a. If the Contractor commits a material breach of this Contract, DAPA shall send to the Contractor a written notification of such material breach, and if such material breach is not cured by the Contractor within fifty (50) days from Contractor's receipt of the DAPA's notification, DAPA is entitled to the following:

- (1) revoke or terminate the Contract in whole or in part,
- (2) confiscate the whole amount of the Performance Bond stipulated in Article 5 hereof, and
- (3) confiscate in the whole or in part, any amounts of advance payment made to the Contractor with the interest accrued thereon pursuant to the Repayment Guarantee stipulated in Article 6 hereof.

~~However, if it is reasonably proven by DAPA that the actual damages arising out of the Contractor's material breach exceeds the amount of the confiscated Performance Bond, DAPA shall be entitled to such~~

마. 방위사업청은 계약상대자가 청렴서약을 위반한 경우 「방위사업법」 제59조, 동법 시행령 제70조 및 시행규칙 제58조에 따라 입찰참가자격의 제한, 계약의 해제·해지 등의 조치를 취할 수 있고, 「국가를 당사자로 하는 계약에 관한 법률」 제27조, 동법 시행령 제76조 및 시행규칙 제76조에 따라 부정당업자에 해당하는 경우에도 입찰참가자격의 제한 등의 조치를 취할 수 있다. 또한, 군수품 무역대리업체가 청렴서약을 위반한 경우에는 해당 군수품무역대리업체에 대하여 등록취소 등의 제재조치를 취할 수 있다.

20. 지체상금

가. 계약상대자가 본 계약에 정해진 일정대로 물품 인도를 이행하지 못하는 경우, 상기 제19조 가항에 언급된 치유기간과 관계없이, 지연 1일당 인도 지연분 계약가격의 0.15%의 비율로 지체상금이 부과되어 방위사업청이 지불할 대금에서 차감된다. 본 계약에서 분할 납품이 허용된 경우, 지체상금이 부과되는 물품의 단위는 불임 17에 따른다.

나. 지체상금의 누계 총액은 계약총액의 10%를

~~excess amount of additional damages.—~~

- b. When DAPA revokes or terminates this Contract in whole or in part pursuant to the preceding subparagraph a, DAPA shall notify the Contractor to that effect by a registerable and confirmable method such as registered mail to the following address:-

Gentex Corporation

ATTENTION: CONTRACTS DEPARTMENT

324 Main Street

Simpson, PA 18407

United States of America

- c. If this Contract is terminated in whole or in part pursuant to this Article, DAPA may procure the commodity which meets the purpose of this Contract from other source of supply within six (6) months after such termination. In this case, the Contractor shall be liable for any ~~excess—reasonable~~ costs to procure ~~such—a~~ reasonable equivalent commodity.

- d. In case DAPA is entitled to revoke or terminate this Contract in part, DAPA, in addition to any other rights provided in this Article, may request the Contractor to deliver and to transfer title of any completed Commodity which has not been delivered ~~or any partially completed Commodity which the Contractor produced or specifically acquired for performance of this Contract.~~ DAPA shall pay full contract price for any finished goods delivered following any such revocation or termination.

- e. In the event the Contractor violates the pledge of integrity, DAPA reserves the rights to take actions including restrictions from participating in biddings and termination of the Contract according to Article 59,

한도로 한다.

21. 불가항력

가. 계약상대자는 천재지변, 화재, 폭발, 폭동, 소요, 동원령 선포, 전쟁의 위협 또는 존재, 봉쇄, 출항금지, 선박의 징발, 유행병, 본 계약 발효 이후의 관련법령 개정과 같이 계약상대자가 적절히 통제할 수 없는 원인(이하 “불가항력 사유”)으로 인한 물품 전부 또는 그 일부의 인도지연에 대하여는 책임지지 아니한다.

나. 계약상대자는 불가항력 사유 발생한 즉시 방위 사업청에 전자우편 또는 팩스로 그 사실을 통보해야 하고, 발생일로부터 20일 안에 항공우편으로 통지하여야 한다. 동 통지문에는 그러한 불가항력 사유로 인하여 물품의 제조 또는 인도에 영향을 받은 국가의 공인기관이 발행하는 증명서가 첨부되어야 하고, 다음 사실을 입증하여야 한다:

- (1) 계약상대자가 본 계약체결 당시 해당 불가항력 사유를 합리적으로 예측할 수 없었고,
- (2) 해당 불가항력 사유로 인한 인도 불이행이나 지연을 계약상대자가 적절히 통제할 수 없었음.

다. 불가항력 사유가 90일 이상 존속되어 본 계약의 목적을 달성할 수 없다고 판단하는 경우, 방위사업청은 본 계약의 전부 또는 일부를 해제/해지할 수 있고, 본조 가항에도 불구하고, 선금환급보증을 추심할 수 있다. 이러한 경우 본 계약 당사자는 그 해제/해지에 관하여 손해배상을 청구할 수 없다.

Enforcement Decree Article 70, or Rules of Enforcement Decree Article 58 all under Defense Acquisition Program Act. Also, DAPA reserves the rights to take actions including restrictions from participating in biddings in the event the Contractor becomes an inappropriate business entity according to Article 27, Article 76 of the Enforcement Decree, or Article 76 of the Rules of Enforcement Decree, all under the Act on Contracts to Which the State is a Party. In addition, in the event the Commissioned Agent violates the Pledge of Integrity, sanctions including cancellation of registration may be imposed on the Commissioned Agent.

20. Liquidated Damages for Delayed Delivery

- a. In case the Contractor fails to effect Delivery of Commodity within the period stipulated in this Contract, liquidated damages shall be levied at the rate of fifteen (15) hundredth of one percent (0.15%) of the contract value of the applicable Commodity per day after ninety (90) days following the contractual delivery date and shall be paid from the Performance Bond, irrespective of the cure period mentioned in Article 19a above, and deducted from the money payable by DAPA. In the event that partial performance is allowed under the Contract, determination of which Commodity (or a part thereof) against which the liquidated damages are to be levied shall be in accordance with Schedule 17 attached hereto. Contractor shall not be considered to have delivered late unless delivery is not made within ninety (90) days after the contractual delivery date.
- b. The total amount of the liquidated damages shall not exceed ten percent (10%) of the Contract Price. Notwithstanding anything herein stated, Liquidated Damages shall be DAPA's sole and exclusive remedy

22. 품질보증 및 담보책임

가. 계약상대자는 아래 열거된 사항을 보증한다;

- (1) 인도된 물품과 설치 및/또는 통합된 물품이 본 계약에 엄격히 일치 한다는 것,
- (2) 그러한 물품이 본 계약 체결 당시 계약상대자에게 명시적 또는 묵시적으로 통보한 특성의 방위 목적에 적합 하다는 것,
- (3) 그러한 물품에는 재료, 제작기술, 상태, 운용 등에 있어서 하자가 전혀 없다는 것,
- (4) 물품이 본 계약에서 약정된 대로 운송 및 보관하는 데에 적절한 방법으로 포장 되어 있다는 것,
- (5) “물품의 인도” 시 동 물품의 위험 부담과 소유권이 방위사업청에게 이전 된다는 것.

나. 상기 가항에 명시된 계약상대자의 품질 보증은 물품의 인도일로부터 계산하여 120개월이 만료될 때까지 변동 없이 계속되어야 한다.

다. 방위사업청은 발견된 결함에 대해 지체없이 계약상대자에게 우편, 전자우편 또는 팩스로 통지하고, 수리 또는 대체를 요청하며, 계약상대자는 통지받은 날로부터 30일 이내에 하자구상 계획을 방위사업청에게 제출하여야 하고, 최단 시일 내에 자신의 위험과 비용으로 수리 또는 대체를 완료하여야 한다. 이때, 하자물품의 수리 또는 대체를 위하여

for delayed delivery.

21. Force Majeure

a. The Contractor shall not be responsible for any delay of Delivery of Commodity which may arise from causes beyond the Contractor's reasonable control. Examples of such events shall include, but are not limited to, such as acts of God, fires, explosions, riots, civil commotions, mobilization, threat or existence of war, blockades, embargoes, requisition of vessels, epidemics, Acts of State (including, but not limited to, denial or revocation of United States export license approval, failure of suppliers, or changes in the relevant laws and regulations made after this Contract became effective (the “Force Majeure Event”).

b. Immediately after the occurrence of the Force Majeure Event, the Contractor shall notify DAPA by email or fax and subsequent airmail containing the certificate as specified in this subparagraph within twenty (20) days from such occurrence of Force Majeure Event.—~~The notification shall be attached by a written certificate issued by the authorized governmental organization of the applicable country. The certificate notification~~ shall indicate ;

(1) that the Contractor could not reasonably foresee occurrence of Force Majeure Event at the time of execution of the Contract, and

(2) that the Contractor could not control the failure of or the delay in Delivery of Commodity due to such Force Majeure Event.

c. In case the Force Majeure Event continues for more than ninety (90) days, and DAPA judges the purpose of this

하자물품을 계약상대자에게 반송할 때에는 방위사업청이 지정한 시간, 장소에서 계약상대자, 또는 계약상대자가 지정한 수송업체가 직접 인수하여 수송하여야 한다.

라. 방위사업청은 계약상대자가 하자품을 인수한 날부터 180일 이내에 수리 또는 대체를 완료하지 못한 경우 180일을 초과한 날로부터 아래와 같이 산정한 하자구상 지연배상금을 부과하며, 이때 지연배상금의 총액은 지연된 하자품목 계약금액의 10%를 초과할 수 없다.

(1) 지연배상금 = (하자품 단가) × (수량) × (하자구상 지연일수) × (지체상금률, 0.15%)

(2) 결함 내용과 원인 조사, 전용선 특수운송 등으로 하자구상 계획서에 180일 이상 장기 소요되는 사유 및 기한을 제시하여 인정할 경우에는 그 기한 경과일부터 하자구상 지연일수로 한다. 이러한 하자구상 지연배상금은 계약 납기 지체상금과는 별도로 계산한다.

마. 만일 지연배상금의 총액이 지연 하자품목 계약금액의 10%에 도달할 때까지 계약상대자가 결함물품을 수리/대체하지 못 할 경우, 방위사업청은 아래 항목에 대하여 배상을 받을 수 있다. 다만, 이 경우 지연배상금은 별도로 부과하지 아니한다.;

(1) 결함이 있는 물품이나 부품의 계약 금액,

Contract to be unattainable, DAPA may revoke or terminate this Contract in whole or in part, and notwithstanding Article 21a, confiscate the whole amount of the Repayment Guarantee proportional to the quantity of undelivered goods. The performance bond shall be promptly returned intact to the Contractor. In this case, neither party of this Contract shall make any claim for compensation of any loss by such termination. In the event of a termination under this section, all other agreements associated with this Contract, including Offset Agreements shall be cancelled without any claim for compensation of any loss an all bonds and sureties shall be returned fully intact to the Contractor.

22. Warranty

a. The Contractor warrants, to the extent the goods are stored, and maintained and used in accordance with the Contractor's instructions and user manual, the following-;

(1) That the Commodity is in strict conformity with requirements of this Contract,

(2) That such Commodity is fit for the particular defense purpose expressly ~~or impliedly~~ made known to the Contractor at the time of execution of this Contract,;

(3) That such Commodity is free from defects in material, workmanship, condition, and operation, -ete-;

(4) That the Commodity is contained or packaged in the manner appropriate for its carriage and storage, and

(5) That the risk and title to such Commodity passes to DAPA at the time of Delivery of Commodity.

(2) 결함이 있는 물품이나 부품의 계약 금액의 10%에 해당하는 손해 배상금,

(3) 다른 조달원으로부터 유사물품 또는 대체물품 조달 시 발생하는 추가 비용 등을 포함한 기타 추가적 손실

바. 하자나 불일치한 물품의 전부 또는 일부가 수리되거나 대체되면 그 물품이 최초로 인도 또는 설치 및/또는 통합되었을 때와 동일한 범위에서 본 조의 규정을 적용 한다. 이 경우 품질보증의 기간은 별도로 합의하지 않는 한 본 조의 나항에 규정된 기간과 동일하며, 수리 또는 대체된 물품이 인도 또는 설치 및/또는 통합된 일자로부터 계산한다.

사. 결함의 내용과 원인을 조사하기 위한 검사의 결과, 결함이 계약상대자의 잘못으로 판명된 경우, 해당 검사로 인해 발생하는 제 경비는 계약상대자가 부담하고 또한, 수리를 위하여 반품할 경우, 필요한 해체, 포장, 운송비등 제반 비용이나, 대체물품의 당초 결함이 발견된 장소까지의 운송비등 수리/대체를 위한 제반 비용은 계약상대자가 부담한다.

아. 계약상대자는 요구한 수리에 적용할 수 있는 자료와 보고서 (본 계약에 따라 요구한 모든 관련 기술자료의 수정 및 갱신을 포함하여)를 작성하여 계약금액의 증액 없이 방위사업청에게 제출하여야 한다.

자. 최종사용자에게 납품된 계약물품의 하자발생 후 하자구상이 완료되고, 계약이행이 종료되었음에도

b. The Gentex TACAIR Respirator conforms to the US Government requirements establishing a 10 year shelf life for JSAM-JSF, provided that the product is stored in a suitable storage facility, unopened and in the supplied container and sealed bag without vacuum. Gentex warrants that the commodity shall be free from defects in material and/or workmanship under normal use and service for a period of 18 months following the date of delivery. Notwithstanding anything herein stated, the warranty period shall be fixed for the period specified above. It shall not be extended, renewed, or otherwise modified, except by mutual agreement of the parties.

~~subparagraph a. shall unchangeably continue until the expiration of one hundred twenty (120) months calculated from the latest date for Delivery of Commodity as stipulated in Schedule 4.~~

c. Upon discovery of any defect, DAPA shall immediately notify the Contractor thereof by mail, email or fax with request for repair or replacement. The Contractor shall submit a warranty cure plan within ~~thirty-ninety (3090)~~ days of receiving such request, and at its own risks and expenses, complete repair or replacement in the shortest period possible. If defective Commodity needs to be sent back to the Contractor for repair or replacement, the Contractor or its designated freight forwarder, shall pick up the defective Commodity at a time and place designated by DAPA at the Contractor's own risk and expenses. If it is determined that either no fault exists in Gentex, or the damage to be repaired was caused by negligence of the user, its agents, employees or customers, Buyer agrees to pay all charges associated with each such repair.

d. In the event the Contractor fails to complete the repair or replacement within 180 days from receipt of the

계약상대자가 하자구상 완료 후 6개월 이내 하자 잔존물을 회수해 가지 않을 경우 방위사업청 또는 최종사용자는 하자 잔존물을 경매, 폐기 등 임의 처분할 수 있다. 이 경우에 계약상대자는 민·형사상 이익을 제기할 수 없다.

23. 보안 유지

가. 계약상대자는 본 계약과 관련하는 어떠한 자료나 정보도 대한민국의 보안관련 법령과 엄격히 일치하도록 "대한민국의 비밀사항"으로서 관리 및 보존할 것을 보증한다.

나. "비밀"표시의 여부와 관계없이 본 계약과 관련하여 획득된 모든 정보는 방위사업청의 사전승인 없이 공개되어서는 안 된다.

다. 본 조에 규정된 계약상대자의 책임은, 본 계약의 종결 또는 이행 완료 후에도 지속된다.

24. 계약가격의 적정성

가. 계약상대자는 본 계약에 명기된 일체의 가격에 어떠한 부적정 가격도 포함되어 있지 않음을 보장하며, 본 계약이 계약상대자와 방위사업청 사이에 직접 체결되었음을 보장한다.

나. 계약상대자는 기재된 가격이 수출관례에 따른 정상 가격을 초과하지 않으며, 그 가격이 계약체결 당시 유사한 경우의 다른 매수인에게 제시된 가격보다 고가가 아니라는 것을 보장한다.

commodity from DAPA, liquidated damages for delayed warranty shall be levied as stated below from the day after the designated time period, and the total amount of the liquidated damages shall not exceed ten percent (10%) of delayed warranty item value.

(1) Liquidated damages for delayed warranty = (unit price of warranty item) X (quantity) X (number of delayed days) X (rate for delay: 0.15%)

(2) In the event a warranty plan explaining the need to have a longer cure period that exceeds 180days due to special circumstances such as necessary time to investigate cause and special cargo ship transportation is submitted and accepted, liquidated damages shall be levied after the agreed time period. The liquidated damages for delayed warranty shall be assessed separately from liquidated damages for delayed delivery.

e. In case the Contractor fails to repair or replace the warranty item when the liquidated damages for delayed warranty have reached 10% of the contract value of the relevant item, DAPA shall be entitled to all of the compensation listed below. However, liquidated damages for delayed warranty shall not be levied in this case.

(1) the contract value of the defective Commodity or any part thereof,

(2) ten percent (10%) of such Contract amount as liquidated damages,

(3) any additional damages, ~~including but not limited to,~~ extra-reasonable costs incurred to DAPA for procurement of similar or replacement reasonably

다. 계약상대자는 방위사업청의 장래 소요에 대한 물품판매 가격을 인정된 기관의 가격지수에 의거 산정된 물가변동 범위 내에서만 조정할 것을 동의 확약한다.

라. 계약상대자가 본 조의 규정을 위반할 때, 방위사업청은 본 계약을 해제/해지하거나 기 지불된 초과 가격의 환불을 청구할 수 있다.

25. 지식재산권

물품 또는 그 일부분이 지식재산권을 침해하고 있다는 소의 제기 등 기타 주장에 대하여, 계약상대자는 자신의 비용과 선택에 따라 다음과 같은 조치를 취해야 한다:

가. 지식재산권침해의 소 또는 주장의 화해 등 원만한 분쟁 해결,

나. 지식재산권침해 주장 물품의 사용권 획득,

다. 지식재산권침해 주장 물품을 본 계약에 부합하는 동등하면서도 지식재산권을 침해하지 않는 물품으로의 대체 또는 변형, 또는

라. 지식재산권침해 소송에 대한 응소 등 대응. 법원으로부터 지식재산권침해의 판결이 있을 경우 계약상대자는 자신의 선택에 따라 상기 가항 내지 다항 중 필요한 조치를 하여야 한다.

equivalent commodity from other source,

f. The defective or non-conforming Commodity or any part thereof repaired or furnished in replacement shall be subject to this Article to the same extent as the Commodity initially delivered or installed and/or integrated. ~~Unless the parties agree otherwise, this warranty shall be equal in duration to that set forth in subparagraph b. of this Article and shall run from the date of delivery or installation and/or integration of the repaired or replaced Commodity or part thereof.~~

g. When an intensive survey was carried out to investigate the details and the reason of the defect, and when such survey proves that the Contractor is liable for the defect, all expenses for the survey shall be borne by the Contractor. Also, the Contractor shall bear all costs necessary for the repair or the replacement, including, but not limited to, disassembling, packing and transit of the defective Commodity or its part(s), and transportation of the repaired or replaced Commodity or any part thereof back to the point where the defect was discovered.

h. The Contractor shall prepare and submit to DAPA data and reports applicable to any repair required (including revision and updating of all related technical data required under this Contract) at no increase in the Contract Price.

i. In the event the Contractor does not collect the remainders left as a result of treating warranty cases even after completion of warranty and six(6) months from expiration of the Contract, DAPA or the End User, subject to the terms, limitations and provisos of the United States export license, can dispose of such items as it deems fit, using methods including auction and discarding. In this case, the Contractor shall not protest

26. 비용

계약상대자가 계약상의 의무를 이행하는 동안 대한민국 외에서 발생하는 행정비용, 제반 은행비용 및 기타 우편료를 포함하는 관련비용 등은 계약상대자의 부담으로 한다.

27. 양도 및 당사자 대체

계약상대자는 방위사업청의 사전 서면 동의 없이 본 계약 또는 그 일부를 제3자에게 양도하거나 이전하거나, 제3자를 새로운 계약 당사자로 대체할 수 없고, 제3자와의 흡수/합병 시에도 본 계약하의 계약상대자의 권리와 의무는 존속되도록 조치하여야 한다.

28. 준거법

본 계약의 형성, 유효성 및 이행에는 국제사법의 고려 또는 적용 없이 대한민국의 법률을 적용한다. 본 계약은 국가를 당사자로 하는 계약에 관한 법률에 반하도록 해석 되지 아니한다.

29. 분쟁의 해결

가. 본 계약의 이행과 관련하여 계약상대자와 방위사업청 사이에 발생하는 모든 분쟁이나 이견(이하 "분쟁")은 분쟁이 발생한 날로부터 30일 이내에 합의가 이루어지지 아니할 경우에는 최종적으로 소송에 의하여 해결한다.

against this disposal in civil or criminal court.

23. Maintenance of Secrecy

a. The Contractor shall warrant that any and all data or information related to this Contract will be held and preserved as "Confidential Matters of the Republic of Korea" in strict compliance with the relevant laws and regulations of the Republic of Korea.

b. Regardless of whether marked with "Confidential", all information acquired from any forms of communication in relation to this Contract shall not be disclosed in any way without the DAPA's prior consent.

c. The Contractor's obligations provided in this Article shall survive revocation, termination or completion of this Contract.

24. Proper Contract Price

a. The Contractor shall guarantee that all the prices specified in this Contract do not include any improper costs, and warrant that this Contract is made directly between the Contractor and DAPA.

b. The Contractor shall guarantee that the prices stated in this Contract do not exceed the Contractor's regular prices as adjusted by the export differential, and the prices, for the duration of this Contract, will continue to be no less favorable to DAPA than those currently being offered or that will be offered by the Contractor to any of its similarly situated buyers for like quantities and terms and conditions.

~~c. The Contractor hereby agrees and undertakes that the~~

나. 양 당사자는 분쟁에 관하여 대한민국, 서울중앙지방법원이 전속적 관할권을 갖고 있음을 인정하고 이에 동의한다.

다. 상호 합의에 따라 예외적으로 중재를 통해 해결할 경우

(1) 대한상사중재원의 국제중재규칙을 따라 대한민국, 서울에서의 중재에 따라 최종 판정한다. 이 경우 사용하는 언어는 한국어로 한다.

(2) 중재인은 총 3인으로 구성되며, 방위사업청과 계약상대자가 각 1인을 지정하고, 각 지정된 중재인들이 합의하여 제3의 중립 중재인을 지정한다. 제3의 중립 중재인의 선정에 대하여 중재인들의 합의가 이루어지지 않은 경우에는 대한상사중재원이 임명한다.

라. 중재나 소송의 진행 중의 단계에 사용되는 "방위사업청"이라는 명칭은 대한민국 정부를 대표한다.

30. 불포기

어떠한 권리의 실행에 있어 방위사업청 측의 부작위 또는 지연은 그 권리 및 기타의 권리에 대한 포기로 간주되지 않는다. 본 계약의 각 조에 규정된 방위사업청의 권리와 방책은 유일한 것이 아니고, 대한민국 법률에 따라 보장된 어떠한 권리 및 방책에 부가하여 존재한다.

31. 완전합의

~~selling price(s) of the Commodity for the DAPA's future requirements will be adjusted only within the scope of fluctuations measured by the price index of the recognized authorities.~~

d. The Contractor's violation of the provisions of this Article will entitle DAPA to revoke or terminate this Contract and/or to claim refund for excessive price paid.

25. Intellectual Property Rights

If DAPA becomes subject to a suit, any other claim, etc. in which a third party alleges that the Commodity or any part thereof is in infringement of an intellectual property right, the Contractor shall, provided it receives adequate notice of the litigation and DAPA gives full control of litigation, at its own expense and option, conduct the following actions:

a. Settle the suit, or claim in an amicable way such as reconciliation with the claimant;

b. Obtain the right to use such Commodity in a manner intended in this Contract;

c. Replace or modify the Commodity with an equivalent but non-infringing alternative commodity that conforms to the specifications of this Contract; or

d. Defend against such suit, or claims. If any court of competent jurisdiction holds such Commodity to constitute infringement, the Contractor shall take at its own option one of the actions described under a. through c. above.

26. Charges

가. 본 계약의 모든 장, 붙임, 부칙 및 그에 따라 첨부된 기타의 서류는 본 계약에 대한 양 당사자의 완전하고 유일한 합의를 구성하며, 본 계약에 명시되지 않은 기타의 표현, 합의, 약속 또는 제안은 무효이다.

나. 본 계약에 대한 대체, 수정, 또는 변경은 계약 당사자가 정당하게 인정한 대표자에 의하여 서면으로 작성, 서명되지 않은 한 어떠한 효력도 발하지 못한다.

32. 계약의 발효

계약의 발효일은 다음과 같다.

- (1) 송금방식 : 계약상대자와 방위사업청이 계약서에 서명한 일자
- (2) 신용장방식 : 계약상대자와 방위사업청이 계약서에 서명하고, 방위사업청이 신용장을 개설한 일자

33. 표제어

본 계약 전반에 걸쳐 사용된 표제어는 편의상 참고하기 위한 것이며, 그러한 표제어가 가리키는 규정의 문언의 의미를 제한하거나 확대하는 것으로 간주하거나 해석하여서는 안 된다.

34. 언어

본 계약서의 해석상 영문과 한국어가 상이하거나

Administration fees, all banking charges and other related charges including postage, etc. incurred outside Korea during the Contractor's performance of obligation under this Contract, shall be borne by the Contractor. Notwithstanding the above statement, DAPA shall be responsible for all administrative and transportation costs associated with shipment of goods, once delivered to the Incoterm defined delivery point, in accordance with Schedule XXXX.

27. Assignment and Novation

The Contractor shall not assign, transfer or novate to any third party this Contract or any part thereof without prior written consent of DAPA, which consent shall not be unreasonably withheld, conditioned or delayed. Even if the Contractor's legal status as a business entity is changed by merger and acquisition after this Contract is made, its obligations under this Contract shall remain unchanged. A person who is not a party to this agreement, shall not have any rights under or connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

28. Governing Law

The formation, validity and the performance of this Contract shall be governed by the laws of the Republic of Korea, without regard to or application of any conflicts of law principles. Nothing in this Contract shall be interpreted against the "Act on Contract to which the State is a Party."

29. Dispute Resolution

a. In the event of disputes, controversies, or disagreements

이견이 있을 경우, 한국어가 우선한다.

35. 절충교역 이행

가. 계약상대자는 방위사업청이 절충교역 이행을 요구하는 경우 절충교역 제안서를 제출하고, 국방 절충교역 지침에 규정된 방식으로 절충교역 계약을 체결하여야 한다.

나. 계약상대자가 절충교역의 의무를 가질 때, 제5조의 계약이행보증금은 계약이행완료 시 또는 절충교역 의무 이행 완료일로부터 90일 중, 나중에 도래하는 일자까지 유효해야 한다. 다만, 계약상대자가 절충교역 의무를 제외한 본 계약상의 여타 의무를 충실히 이행하고 절충교역 의무의 일부만 물품인도 완료 이후에 이행할 때, 계약이행보증금은 해당 미이행 절충교역 가액의 10%를 제외하고 해지될 수 있다. 동 잔여 보증분은 절충교역 의무 완료일로부터 90일까지 유효하여야 한다.

다. 계약상대자가 상기 가 항과 나 항에 각각 규정된 의무를 이행하지 못한 경우, 방위사업청은 본 계약의 전부 또는 일부를 해제/해지 할 수 있다.

36. 목록화 자료 제출

between the Contractor and DAPA arising from or in connection with this Contract (the "Dispute"), the parties shall negotiate in good faith. However, if the parties fail to reach settlement or resolution after thirty (30) days from the occurrence of the Dispute, the Dispute shall be finally settled by ~~litigation~~arbitration.

b. ~~The Parties acknowledge and agree that the Seoul Central District Court, Republic of Korea shall have the sole and exclusive jurisdiction over any and all such Disputes.~~Reserved.

c. In the event both parties make an exception to resolve a dispute through arbitration.

(1) The Dispute shall be referred to and finally settled by an arbitration panel in Seoul, the Republic of Korea, in accordance with the ~~Commercial Arbitration Rules of the Korean Commercial Arbitration Board~~International Chamber of Commerce Rules of Arbitration. The language of the arbitration proceedings shall be ~~Korean~~English.

(2) The arbitration shall be made by three arbitrators; each one arbitrator nominated by the Contractor and DAPA, respectively, and the third neutral arbitrator nominated by the mutual agreement between the arbitrators. In case the two arbitrators fail to agree to nominate the third arbitrator, the ~~Korean Commercial Arbitration Board~~ICC Arbitration Tribunal shall have the right to nominate the third arbitrator.

d. In any stage of ~~litigation or~~ arbitration proceedings, the name "Defense Acquisition Program Administration" shall represent the Government of the Republic of Korea.

30. Non-Waiver

가. 계약상대자는 다음 양식에 따라 물품 자체와 물품을 운용 및 정비하는 데 필요한 구성품, 부품, 공구 및 기타 부속물에 대한 정확한 데이터와 정보, 즉, 물품 목록화 자료를 주 제안서(견적서)와 함께 방위사업청에게 제출하여야 한다. 동 물품 목록화 자료는 윈도우 최신 버전으로 운용 가능한 디지털화 된 자료 파일로 작성되어야 한다. 계약상대자는 견적서의 제출시점에 제공되지 않는 목록화된 자료에 대하여서는 해당 물품의 인도시까지 나토목록기관에서 정한 절차에 따라 해당 국가의 목록기관에 의뢰하여 목록화를 완료한 후 그 자료를 제출하여야 한다.

나. 계약상대자는 가 항에 따라 제출된 자료의 항목에 변동사항이 발생한 때에는 최신자료로 대체하여야 한다.

다. 계약상대자의 현재 또는 장래의 하청업체가 본 계약이 아닌 계약을 통해, 자신의 제품품목이나 프로세스(컴퓨터 소프트웨어 포함)를 방위사업청에게 직접 판매코자 할 때, 계약상대자는 이를 제한하는 여하한 행위도 해서는 안된다.

37. 후속 지원보장

가. 계약상대자는 방위사업청이 물품을 운용하는데 필요한 구성품, 수리부속, 공구, 부속물 등을 본 계약물품의 수명주기 동안 방위사업청의 공급요청에 의해 공급할 것을 보장한다.

No omission or delay on the part of DAPA in exercising any right shall be considered as a waiver of such rights and any other right hereunder. Unless otherwise stated herein, The rights and remedies of DAPA provided in this Contract shall not be exclusive but shall be in addition to any other rights and remedies available under the laws of the Republic of Korea.

31. Entire Agreement

a. All Sections, Schedules and Annexes of this Contract and any other documents attached thereto constitute the entire and sole agreement of the parties to this Contract and any other representations, agreements, undertakings or proposals not expressed in this Contract are superseded and declared null and void.

b. No alteration, modification or change of this Contract shall have any effect unless such alteration, modification or change be made in writing and signed by the duly authorized representatives of the parties to this Contract.

32. Effectiveness of this Contract

Effective date of this Contract shall be as follows:

(1) In case of cash payment : the date of affixing signatures by the Contractor and DAPA; and

(2) In case of payment by documentary letter of credit : the date of establishing documentary letter of credit or the date of affixing signatures by the Contractor and DAPA, whichever is later.

38. 재판매

가. 본 계약 하에서 불임 2(물품명세)에 기재된 바와 같은 동시조달부품, 지원장비, 및/또는 공구가 공급되는 경우, 계약상대자의 부정확한 추천으로 인하여 그 인도일로부터 6년간 사용되지 않은 동시조달부품, 지원장비, 및/또는 공구는 계약상대자에게 재판매 되어야 한다.

나. 계약상대자는 재판매와 관련한 운송, 보험료 등 일체의 비용을 부담하고, 재판매 가격은 불임 3에 명시된 가격과 동일한 가격이어야 한다.

다. 기타 대체품의 요구, 재판매 이행완료기간 등 세부사항은 불임 37의 약정된 조건에 따른다.

39 기타사항

가. 계약상대자가 제출한 제안서 및 첨부서류는 계약서에 첨부되지 않더라도 계약의 일부로서 효력을 가진다. 단, 계약서와 제안서의 내용이 서로 상충할 경우에는 계약서의 내용이 우선한다.

33. Headings

The headings used throughout this Contract are for convenience and reference only and shall not be deemed or construed as limiting or expanding the language of the provisions to which such headings may refer.

34. Language

In the event there is any disagreement or conflict between Korean and English versions of this Contract, the Korean English version shall take the precedence

35. Implementation of Offset Program

- a. In case the Contractor is requested by DAPA to implement Offset Program, the Contractor shall submit the proposal for implementation of the Program to the Purchaser, to enter into the contract for Offset Program in compliance with Korean Defense Offset Program Guidelines.
- b. In case the Contractor is required to implementation an Offset Program, the Performance Bond stipulated in Article 5 shall be valid until either the expiration of ninety (90) days following the Delivery of Commodity, or the expiration of ninety (90) days after the Contractor has completed the obligation of Offset Program, whichever is later. If the Contractor, by the time of the Delivery of Commodity has performed all other contractual obligations to the DAPA's satisfaction but part of the obligation of Offset Program remains to be performed, the amount of the Performance Bond may shall be reduced to ten percent (10%) of the value of the then unfulfilled Offset obligation. The Performance

Bond, of which amount has been reduced as such, shall be valid until expiration of ninety (90) days after the Contractor has fulfilled the obligation of the Offset Program.

- c. DAPA may revoke or terminate this Contract in whole or in part in case the Contractor does not comply with its obligations under the subparagraph a. and b. of this Article.

36. Cataloging Data

- a. In accordance with the format as shown below, and together with its proposal for this Contract, the Contractor shall submit to DAPA the Cataloging Data which contains accurate data and information on the Commodity and the related components, parts, tools and accessories required for operation and maintenance of the Commodity. The list shall be made in digitized data files in the software operative with the newest version of Windows. For the commodities whose Cataloging Data had not been provided at the time of submission of the Contractor's proposal, the Contractor shall submit the Cataloging Data to DAPA completed for such commodities after requesting it to the Cataloging Source in the country in accordance with the procedures prescribed by the NATO Codification Bureau(the "NCB") on or before the Commodity's first delivery date.
- b. The data shall be updated by the Contractor if there is any change in the materials submitted according to the paragraph a. above.
- c. In case any subcontractor of the Contractor, whether present or prospective, desires to sell directly to DAPA, through other contract(s) than this Contract, its products

including process or computer software, the Contractor shall not act in any manner which has or may have the effect of restricting such direct sales.

37. Assurance of Follow-On Support

- a. The Contractor assures that he will provide components, spare parts, tools and accessories necessary for the DAPA to operate the Commodity for its full life cycle, at the DAPA's request for supply of those items.

38. Buy Back

- a. In case concurrent spare parts (CSP), support equipment, and/or tool as listed in Schedule 2 (Commodity Description) are supplied under this Contract, any of the forgoing items which remain unused for six (6) years after the delivery of such Commodity due to the Contractor's incorrect recommendation shall be bought back by the Contractor.
- b. The Contractor shall be responsible for all costs and expenses associated with transportation, insurance and any other costs and expenses occurred in relation to Buy-back. The price of Buy-back item shall be identical to that indicated in Schedule 3 attached hereto.
- c. The details pertaining to Buy-back, such as its completion date and a request for submission of any substitution shall be in accordance with the terms stipulated in Schedule 37 attached hereto

39. Miscellaneous

- a. Even if a proposal and attached documents, submitted by contractor, is(are) not attached to letter of contract, they still hold legal binding as part of the contract. The

contents of letter of contract is prior to those of proposal documents if above two documents will be contradicted.

Article 40 Indemnification

DAPA shall defend, indemnify, and hold harmless Seller and its affiliates and their respective officers, directors, employees, and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of: (a) any use, sale, resale, or distribution of the Products by Buyer or Buyer's customers; and (b) any breach by Buyer of these Terms.

Article 41 Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS) TO DAPA OR TO ANY OTHER PERSON OR ENTITY FOR ANY REASON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

순위	공통품명	재고 번호	부품 번호	단 가	공 급 원				원 제 작 자		
					업체명	등록 번호	주 소	부품 번호	명 칭	등록 번호	부품 번호

Ser. No.	Common Item Name	NSN	P/N	Unit Price	Source of Supply				Original		
					Company		Address	P/N	Name	CAGE	

계약번호 :

부칙 1. 계약상대자의 군수품무역대리업체 이용에
관한 특수조건

Contract No. :

**Annex 1. Special Provisions for Employment of
the Contractor's Commissioned Agent**

계약상대자는 아래와 같은 규정으로 군수품무역대리
업체를 이용하겠다는 취지의 서면제안을 제시하고,
방위사업청이 이를 수락할 때 본 부칙은 본 계약에
통합되어 계약의 일부를 구성한다.

1. 본칙 제22조에 명시된 품질보증에 관하여, 계약
상대자와 군수품무역대리업체는 연대하여 각자
책임진다.

2. 계약상대자 또는 계약상대자의 군수품무역대리
업체가 본 부칙을 위반한 경우, 방위사업청은
본 계약의 전부 또는 일부를 해제/해지하고, 계
약이행 보증금을 무조건 몰수할 권리를 갖는다.

계약상대자 :

군수품무역대리업체 :

When the Contractor makes a written proposal to the effect
that he would employ an agent defined as below, and if
DAPA accepts such proposal, the following clauses of this
Annex will be incorporated in and made part of this
Contract. .

1. The Contractor and the Commissioned Agent shall be
jointly and severally responsible for the warranty
stipulated in Article 22 of the Contract.

2. In case the Contractor or the Commissioned Agent
commits any breach of obligations under this Annex,
DAPA will be entitled to revoke or terminate this
Contract in whole or in part and to confiscate
unconditionally the amount of the Performance Bond.

Contractor :

Commissioned Agent :

계약번호 :

부칙 2. 대북한 직간접 판매 금지에 관한 특수조건

Contract No. :

**Annex 1. Special Provisions for Prohibition of any
Direct or Indirect Sale of the Commodity
to North Korea**

1. 본 특수조건은 북한에 대한 계약물품의 직간접 판매 금지를 주목적으로 한다. 명시된 계약상의 물품에는 관련 기술자료와 정보가 포함된다.

2. 계약상대자는 본 계약에 명시된 물품과 같거나 유사한 물품이, 그 판매 또는 이전에 계약상대자의 직접적 관련 여부와 관계 없이, 북한에 판매 또는 이전되지 않을 것을 보장한다.

3. 방위사업청 또는 기타 정부기관이 계약상대자가 본 특수조건을 위반하였다는 사실을 지득한 경우, 방위사업청은 아래에 열거된 바와 같이 조치할 수 있다;

1) 계약이행보증금의 전액 몰수

2) 계약상대자에게 지불된 모든 결제액의 환불 요구. (이 경우, 기 인도되거나 운송과정에 있는 물품은 계약상대자의 경비부담으로 계약상대자에게 반환될 수 있다.)

3) 기타 방위사업청이 입은 관련 손실에 대한 배상의 청구.

4. 본 조항에 사용된 “판매” 또는 “이전”에는 본 특수조건에서 지정한 물품의 대여, 재대여, 양도 또는 기타의 소유를 포함한다.

1. These special provisions are primarily purposed to prohibit any direct or indirect sale of the Commodity to North Korea. The Commodity stated herein includes any related technical data and information.

2. The Contractor warrants that any goods same as or similar to the Commodity shall not be sold or transferred to North Korea, regardless of whether or not the Contractor is involved directly in such sale or transfer.

3. In case DAPA or other governmental agency has obtained the information that the Contractor has violated these special provisions, DAPA shall:

1) Confiscate the whole amount of the Performance Bond

2) Make a claim for recovery of all payments made to the Contractor, (In this case, the Commodity, delivered or in transit for delivery, shall be returned to the Contractor at the Contractor's risks and expenses.)

3) Make a claim for recovery of other losses incurred to DAPA.

4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Commodity stated herein.

5. These special provisions are incorporated in and made

5. 본 특수조건은 본 계약에 통합되어 그 일부를 구성하며, 본 계약의 제반 조건과 관계없이 무한정 효력을 갖는다.

6. 본 계약 하에서 계약상대자가 군수품무역대리업체를 이용할 때 본 특수조건은 계약상대자의 군수품무역대리업체에게도 적용된다.

계약상대자 :

part of this Contract, and shall survive all other terms and conditions under this Contract.

6. Where the Commissioned Agent for the Contractor is involved in this Contract, these special provisions are binding upon such agent.

Contractor :

계약번호 :

부칙 3. 계약이행보증금의 보증신용장 서식

개설은행 _____ 신용장번호 _____
 발행일자 및 장소 _____ 만료일자 및 장소 _____
 통지은행 _____ 신청자 _____
 수익자 _____ 금 액 _____

수익자에 대한 통지:

당행은 귀하가 다음 서류를 첨부하여 (대한민국 서울 소재 지명 은행) 앞으로 여기에 명시된 금액으로 발행하는 일람불 환어음을 지불하기 위한 취소불능 보증신용장을 귀하를 수익자로 하여 개설한다:

개설 의뢰인이 관련계약 (계약번호 : KFX=DAPA = _____, 이하 “계약”이라 칭한다)의 제18조에 정의된 중요사항을 위반했다는 내용이 기재된 귀하의 서명 청구서 1부.

본 취소불능 보증신용장은 수익자와 개설 의뢰인 간에 체결된 계약 (계약번호 : KFX=DAPA= _____)과 관련된다.

계약상 물품의 최종 인도일이 일정 기간만큼 연장될 경우, 여기에 기재된 유효기일도 동일 기간만큼 연장된다.

Contract No. :**Annex 3. Form of standby Letter of Credit for Performance Bond**

Name of Issuing Bank _____ Credit Number _____
 Date and Place of Issue _____ Date and Place of Expiry _____
 Advising Bank _____ Applicant _____
 Beneficiary _____ Amount _____

Advice for the Beneficiary:

WE HEREBY ESTABLISH OUR
IRREVOCABLE STANDBY LETTER OF
CREDIT NO. XXXXXXXX-00-000 IN FAVOR
OF (BENEFICIARY) FOR THE ACCOUNT
OF (NAME OF APPLICANT). IN AN
AMOUNT NOT TO EXCEED USD
(_____ AND 00/100 UNITED STATES
DOLLARS) AVAILABLE FOR SIGHT
PAYMENT AT OUR COUNTERS AT PNC
BANK, NATIONAL ASSOCIATION, 500
FIRST AVENUE, SECOND FLOOR, P7-
PFSC-02-T, PITTSBURGH, PA 15219,
ATTENTION: INTERNATIONAL TRADE
SERVICES, AGAINST BENEFICIARY'S
SIGNED STATEMENT READING AS
FOLLOWS:

“I (INSERT NAME AND TITLE) CERTIFY
 THAT I AM AN AUTHORIZED
 REPRESENTATIVE OF (NAME OF
 BENEFICIARY) AND HEREBY DEMAND
 PAYMENT OF USD (INSERT AMOUNT)

~~당행은 본 신용장의 제 조건과 일치하여 발행된 환어음에 대하여 조건 없이 지급할 것과 추심과 관련하여 발생하는 제 수수료의 차감 없이 수익자에게 지급할 것을 약속한다.~~

~~본 취소불능 보증신용장은 화환신용장 통일규칙(2007년 개정, 국제상업회의소, 공표 제600호)의 적용을 받는다.~~

개 설 은 행 명

(서명권자의 서명)

UNDER PNC BANK, NATIONAL ASSOCIATION, LETTER OF CREDIT NO. XXXXXXXX-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF (NAME OF APPLICANT) TO *The remainder of the statement should be completed by the applicant/beneficiary in accordance with the agreement between them and the conditions that would permit the beneficiary to draw ."*

∴

THIS LETTER OF CREDIT WILL EXPIRE AT OUR COUNTERS AT 5:00PM EASTERN TIME ON (INSERT EXPIRY DATE).

∴

∴

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98").

∴

WE HEREBY ENGAGE WITH YOU THAT DRAWING(S) PRESENTED UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED.

~~We hereby issue in your favor this irrevocable standby letter of credit which is available by payment of your sight draft for the amount stated herein drawn on (Name of the Nominated Bank, Seoul, Korea) accompanied by the following document :~~

~~Your written statement signed to the effect that the Applicant has committed a material breach of the related contract (Contract No. KFX-DAPA-~~

_____, referred to as "the Contract"
hereinafter) as defined in Article 18 of the Contract.

~~This irrevocable standby letter of credit relates to the
Contract (Contract No. KFX-DAPA_____) which
has been entered into between the Beneficiary and the
Applicant.~~

~~If the latest date for Delivery of the Commodity is
extended for a given period of time, the expiry date stated
herein shall be extended for an equal given period of time.~~

~~We engage the Beneficiary that the draft drawn under and
in compliance with the terms of this Credit shall be
unconditionally honored by us and that payment hereunder
shall be made without deduction of any charges or fees
necessary for collection.~~

~~This irrevocable standby letter of credit is subject to the
Uniform Customs Practice for Documentary Credits (2007
Revision, International Chamber of Commerce, No. 600).~~

Name of Issuing Bank

(Authorized Signature)

계약번호 :

부칙 4. 선금환급보증의 보증신용장 서식

개설은행 _____ 신용장번호 _____
 발행일자 및 장소 _____ 만료일자 및 장소 _____
 통지은행 _____ 신청자 _____
 수익자 _____ 금 액 _____

수익자에 대한 통지 :

당행은 귀하가 다음 서류를 첨부하여 (대한민국 서울 소재 지명 은행) 앞으로 여기에 명시된 금액의 전액 또는 일부 금액으로 발행하는 일람불 환어음을 지불하기 위한 취소불능 보증신용장을 귀하를 수익자로 하여 개설한다:

관련계약 (계약번호 KFX=DAPA _____, 이하 “계약”이라 한다.)의 제18조에 정의된 계약 불이행 또는 제21조에 정의된 불가항력 사유로 인하여 계약상의 물품 인도가 이루어지지 않았다는 내용이 기재된 귀하의 서명 청구서 1부.

Contract No. :**Annex 4. Form of standby Letter of Credit for Repayment Guarantee**

Name of Issuing Bank	Credit Number
Date and Place of Issue	Date and Place of Expiry
Advising Bank	Applicant
Beneficiary	Amount

Advice for the Beneficiary :

WE HEREBY ESTABLISH OUR
IRREVOCABLE STANDBY LETTER OF
CREDIT NO. XXXXXXXX-00-000 IN FAVOR
OF (BENEFICIARY) FOR THE ACCOUNT
OF (NAME OF APPLICANT). IN AN
AMOUNT NOT TO EXCEED USD
(_____ AND 00/100 UNITED STATES
DOLLARS) AVAILABLE FOR SIGHT
PAYMENT AT OUR COUNTERS AT PNC
BANK, NATIONAL ASSOCIATION, 500
FIRST AVENUE, SECOND FLOOR, P7-
PFSC-02-T PITTSBURGH PA 15219

본 취소불능 보증신용장은 수익자와 개설의뢰인간에 체결된 계약(계약번호 : KFX-DAPA-)과 관련하여, 동 계약에 의거 수익자가 개설 의뢰인에게 지급하는 선금과 관련된다.

여기에 기재된 금액은 계약에 의하여 개설 의뢰인에게 지급되는 선금과 본 신용장의 개설일로부터 유효기간 만료시까지 발생될 이자를 포함하는 금액이다.

계약상 물품의 최종 인도일이 일정 기간만큼 연장될 경우, 여기에 기재된 유효기일도 주어진 기간만큼 연장되고, 따라서 본 신용장 금액은 동 연장 기간 동안 발생하는 이자만큼 증액된다.

계약상 물품의 분할 인도가 허용된 경우, 물품의 인도에 따라 본 신용장의 금액은 비례적으로 감소된다. 단, 동 비례적 감소는 계약에 약정된 비례 감소의 세부 계획에 의거, 해당 물품의 인도 후 90일 이후부터 가능하다.

당행은 본 신용장의 제 조건과 일치하여 발행된 어음에 대하여 조건 없이 지급할 것과 추심과 관련하여 발생하는 제 수수료의 차감 없이 수익자에게 지급할 것을 약속한다.

본 취소불능 보증신용장은 화환신용장 통일규칙 (2007년 개정 국제사언회의수 공표 제600호)의

ATTENTION: INTERNATIONAL TRADE SERVICES, AGAINST BENEFICIARY'S SIGNED STATEMENT READING AS FOLLOWS:

"I (INSERT NAME AND TITLE) CERTIFY THAT I AM AN AUTHORIZED REPRESENTATIVE OF (NAME OF BENEFICIARY) AND HEREBY DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION, LETTER OF CREDIT NO. XXXXXXXX-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DEMAND REPRESENTS THE AMOUNT DUE US AS A RESULT OF THE FAILURE OF (NAME OF APPLICANT) TO *The remainder of the statement should be completed by the applicant/beneficiary in accordance with the agreement between them and the conditions that would permit the beneficiary to draw .*"

THIS LETTER OF CREDIT WILL EXPIRE AT OUR COUNTERS AT 5:00PM EASTERN TIME ON (INSERT EXPIRY DATE).

This letter of credit is inoperative upon issuance. It is a condition of this letter of credit that it will become operative by amendment upon PNC Bank, National Association's receipt of USD as advance payment from the beneficiary to PNC Bank, National Association by wire transfer through the Federal Reserve ABA 043000096 for credit account 1017238669 Attn Mary Ann McCarty telephone 412-762-2798 mentioning our letter of credit No. . The operative date will

적용을 받는다.

개 설 은 행 명
(서명권자의 서명)

be advised to the beneficiary with
amendment by Swift through the advising
bank

THIS LETTER OF CREDIT IS SUBJECT TO
THE INTERNATIONAL STANDBY
PRACTICES 1998, INTERNATIONAL
CHAMBER OF COMMERCE PUBLICATION
NO. 590 ("ISP98").

WE HEREBY ENGAGE WITH YOU THAT
DRAWING(S) PRESENTED UNDER AND
IN ACCORDANCE WITH THE TERMS AND
CONDITIONS OF THIS CREDIT WILL BE
DULY HONORED.

We hereby issue in your favor this irrevocable standby
letter of credit which is available by payment against your
sight draft for the whole amount stated herein or part
thereof drawn on (Name of the Nominated Bank, Seoul,
Korea) accompanied by the following document :

Your written statement signed to the effect that the
delivery of the Commodity under the related contract
(Contract No. KFX-DAPA _____, referred to as "the
Contract" hereinafter) has not been effected by reason of
breach of contract as defined in Article 18 of the Contract,
or the force majeure cause stipulated in Article 21 thereof.

This irrevocable standby letter of credit relates to the
Contract (Contract No. KFX-DAPA _____) which
has been entered into between the Beneficiary and the
Applicant, and to the advance which shall be paid by the
Beneficiary to the Applicant under the Contract.

The amount stated herein covers and represents the
advance to be paid to the Applicant under the Contract and
the interest thereon to be accrued from the issuance date of
this credit till the expiry date stated herein.

~~If the latest date for Delivery of the Commodity is extended for a given period of time, the expiry date stated herein shall be extended for an equal given period of time, and accordingly the amount of this Credit will be increased by the interest which will accrue for such extended period of time.~~

~~If partial deliveries of the Commodity are allowed under the Contract, the amount stated herein shall be reduced in proportion to the value of each delivery effected, provided that such proportional reduction shall be made in accordance with the detailed schedule of proportional reduction stipulated in the Contract after expiration of ninety (90) days from the date of the respective deliveries.~~

~~We engage the Beneficiary that the draft drawn under and in compliance with the terms of this Credit shall be unconditionally honored by us and that payment hereunder shall be made without deduction of any charges or fees necessary for collection.~~

~~This irrevocable standby letter of credit is subject to the Uniform Customs Practice for Documentary Credits (2007 Revision, Publication No. 600, International Chamber of Commerce).~~

Name of Issuing Bank
(Authorized Signature)

계약번호 :**부칙 5. 청렴서약 특수조건**

1. 이 청렴서약 특수조건은 계약상대자 또는 군수품 무역대리업체가 당해 계약과 관련하여 청렴서약에 위반한 경우와 그에 대한 제재조치에 관하여 특별히 규정함을 목적으로 한다.
2. 계약상대자와 군수품무역대리업체는 계약체결 및 이행을 함에 있어서 금품·향응(부정한 취업제공 포함) 제공금지, 특정정보 제공요구 금지 등에 관한 청렴서약 사항을 준수 하여야 한다.
3. 방위사업청은 계약상대자가 다음 각 호의 어느 하나에 해당하는 청렴서약 위반사실이 있는 때에는 방위사업법 제59조, 같은 법 시행령 제70조, 같은 법 시행규칙 제58조에 따라 입찰참가자격을 제한할 수 있다.
 - 가. 방위사업과 관련된 의사결정, 입찰, 낙찰 또는 계약체결·이행에 있어서 관계공무원(위원회 및 분과위원회의 위원과 같은 법 시행령 제16조의 규정에 의한 전문위원을 포함한다)에게 금품·향응(부정한 취업제공 포함) 등을 주기로 약속하거나 준 사실이 있는 경우
 - 나. 방위사업과 관련된 특정정보의 제공을 요구하거나 받은 사실이 있는 경우

Contract No. :**Annex 5. Special Terms and Conditions for Integrity Pledge**

1. The purpose of the Special Terms and Conditions for Integrity Pledge is to stipulate what constitutes violation of the Integrity Pledge on the contract by the Contractor or the commissioned agent, and penalties for such violation.
2. The Contractor and the Commissioned Agent shall observe what is stipulated in the Integrity Pledge as signing and fulfilling the contract including prohibition of offering valuables or entertainment, and requesting certain information.
3. In the event there is any violation of the Integrity Pledge in areas listed below by the Contractor, DAPA shall have the right to restrict participation in a bidding procedure as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58).
 - a. Promise or provision of payment or entertainment (including provision of unfair job opportunities) to the relevant public servants (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.
 - b. Request of certain information for a defense program.

<p>다. 계약이행과정에서 알게 된 연구성과물 등 특정정보를 임의로 제3자에게 제공하거나 누설한 경우</p> <p>라. 방위사업과 관련된 하도급계약을 체결하거나 이행하면서 원도급자의 우월한 지위를 이용하여 하도급자로부터 금품을 수수하거나 부당 또는 불공정행위를 한 경우</p> <p>4. 방위사업청은 당해 계약이 제3조의 각 호에 해당하는 청렴서약 위반사실과 관련된 경우에는 계약을 해제 또는 해지할 수 있다.</p>	<p>c. Disclosure of certain information to a third party without approval, including R&D result obtained during implementation of the contract.</p> <p>d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the primary Contractor in the course of signing a contract or implementing a program with a subcontractor.</p> <p>4. In the event there is an action that constitutes as violation of the Integrity Pledge as stipulated in Article 3(1~4) of this Pledge, DAPA is entitled to terminate the Contract.</p>
<p>계약상대자 :</p> <p>일자 :</p> <p>직책 및 성명 :</p> <p>서명 :</p>	<p>Contractor :</p> <p>Date :</p> <p>Printed Title & Name :</p> <p>Signature :</p>
<p>군수품무역대리점 :</p> <p>일자 :</p> <p>직책 및 성명 :</p> <p>서명 :</p>	<p>Commissioned Agent :</p> <p>Date :</p> <p>Printed Title & Name :</p> <p>Signature :</p>

부칙 6. (Annex 6.)

물 품 수 령 확 인 서

Certificate of Receipt

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 계약내용 (Contract Information) 및 인수내용 (Receipt Information)

계약내용 (Contract Information)			인수내용 (Receipt Information)		
품명 Commodity	수량 Quantity	금액 Amount	품명 Commodity	수량 Quantity	금액 Amount

* 참고 : 품목이 많을 경우 붙임 문서로 작성

Note : If the Item List is long, it shall be attached as a separate documents.

3. 검수관 (Inspector) 및 확인관 (Supervisor)

1) 인사명령 (Personnel Order) :

2) 직책(Title) 및 성명 (Name)

	직책 (Title)	계급 (Rank)	성명 (Name)	서명 (Signature)
검수관 (Inspector)				
확인관 (Supervisor)				

위 검수관과 확인관은 검수관 인사명령과 (육군 / 해군 / 공군) 검수규정에 따라 위와 같이 검수 후 수령확인서를 작성하였음을 확인합니다.

The above Inspector and Supervisor confirm that inspection has been completed in compliance with the Personnel Order and the Inspection Regulation of (Army / Navy / Air force), and hereby issue this Certificate.

2019년 00월 00일

○ ○ ○ ○ 부대장

(Commanding Officer of ○ ○ ○ ○)

부칙 7. (Annex 7.)

최종수락시험확인서

Certificate of Site Acceptance Test

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 계약내용 (Contract Information) 및 인수내용 (Receipt Information)

계약내용 (Contract Information)			수락시험 내용 (SAT Information)			
품명 Commodity	수량 Quantity	금액 Amount	품명 Commodity	수량 Quantity	금액 Amount	검사결과 Result of SAT

* 참고 : 품목목록(SAT 내용 포함)이 많을 경우 붙임 문서로 작성

Note : If the Item List (including SAT information) is long, it shall be attached as a separate documents.

위 계약물품에 대한 최종수락시험이 방위사업청측 대표자들의 입회 하에 _____ 기간 동안
검수관 인사명령 (_____), (육군 / 해군 / 공군) 검수규정 및 계약서에 따라 시행되었고
성공적으로 완료되었음을 증명함.

**I hereby certify that the SAT has been successfully implemented in compliance with the
Personnel Order to appoint inspector, the Inspection Regulation of (Army / Navy / Air force), and
the Terms & Conditions of the Contract , in the presences of the representatives of DAPA for the
duration of _____.**

직책 및 성명 (Title & Name) :

서명 (Signature) :

2019년 00월 00일

○ ○ ○ ○ 부대장

(Commanding Officer of ○ ○ ○ ○)

부칙 8. (Annex 8.)

공 장 수 락 검 사 확 인 서
Certificate of Factory Acceptance Test

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 공장수락검사 내용 (FAT Information)

위 명시된 계약의 이행을 위해 물품(부분적이거나 전체적인 물품의 명칭)에 대한 공장수락검사가
() 기간 동안 성공적으로 검사되고 시행되었음을 증명함.

This is to certify that Factory Acceptance Test of the Commodity (Name of Commodity in partial
of all) for the above referenced Contract has successfully inspected and conducted for the duration
of .

첨부 : 공장수락검사 결과서

Attachment : FAT Result Report

직책 및 성명 (Title & Name) :

서명 (Signature) :

Month / Day / Year

○ ○ ○ ○

(Manufacturer)

부칙 9. (Annex 9.)

계약 조력자 현황

계약상대자는 계약 체결 또는 계약 이행 과정에서 계약 서류의 제출, 계약의 수정, 계약 이행 관련 협의, 제재처분 심의 등에 대해 계약상대자의 이익을 위해 조력하는 외부의 자연인 또는 단체 (대리인, 자문, 고문, 컨설팅업자 등 그 명칭을 불문한다) 현황을 해당 계약 담당부서의 장에게 제출하여야 하며, 서류 제출 이후에 계약 조력자에 대한 변동 사항이 발생할 경우 10근무일 이내에 변동사항을 제출하여야 한다.

☐ 계약업체

계약건명					계약번호	
계약업체	회사명		대표자		전화번호	
	주 소				e-mail	

☐ 계약 조력자가 업체(단체)인 경우

업체명 (단체명)			대표자		전화번호	
계약 조력자	성명	생년월일	부서		전화번호 (e-mail)	역할
역할별 세부내용	* 역할유형 : ㉠ 대리 ㉡ 중개(정보 전달, 홍보 등) ㉢ 컨설팅 ㉣ 자문(법률, 회계, 세무, 기타)					
	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> ㉠ ㉡ ㉢ ㉣ </div> <div>세부내용</div> </div>					

☐ 계약 조력자가 개인인 경우

성 명	생년월일	전화번호(e-mail)	역할
역할별 세부내용	* 역할유형 : ㉠ 대리 ㉡ 중개(정보 전달, 홍보 등) ㉢ 컨설팅 ㉣ 자문(법률, 회계, 세무, 기타)		
	세부내용 ㉠ ㉡ ㉢ ㉣		

* [별첨] 개인정보 수집 및 이용 동의서 (계약 조력자 전원에게 대하여 개별 작성 및 서명)

2019년 00월 00일

방위사업청장 귀중

[별첨] 개인정보 수집 및 이용 동의서)

개인정보 수집 · 이용 동의서

방위사업청은 방위사업 관련 계약의 투명성·공정성·효율성을 기하기 위하여 아래와 같이 개인정보를 수집·이용하려고 합니다. 내용을 자세히 읽으신 후 동의 여부를 결정하여 주십시오.

☐ 개인정보 수집·이용 내역

항목	수집 및 이용 목적	보유 및 이용기간
단체명, 성명, 생년월일, 연락처	방위사업 관련 계약의 투명성·공정성·효율성 강화	30년

※ 위의 개인정보 제공에 대한 동의를 거부할 권리가 있습니다. 다만 위 사항에 대한 동의 거부 시 계약 관련 업무 참여에 일부 제한을 받을 수 있습니다.

위와 같이 개인정보를 수집·이용하는데 동의하십니까? (☐ 예 / ☐ 아니오)

2019년 00월 00일

본인 (또는 대표자) 성명 :

(서명 또는 인)

방위사업청장 귀중

- * 계약 조력자가 단체(업체)인 경우에는 대표자뿐만 아니라 계약 조력자인 소속 직원에 대하여도 개별 작성 및 서명 (1인 1매)
- * 계약 조력자 전원에 대하여 개인별 작성 및 서명 (1인 1매)

Annex 9.**Facilitator Status (Form)**

The Contractor shall submit to the head of the contracting department at DAPA the names of the external individuals and/or organizations (regardless of whether they are referred to as a proxy, counsel, advisor or consultant) who facilitate for the benefit of the Contractor in the process leading up to contract award and/or in performing the contract including submission of contract documents, contract amendment, discussion regarding contract implementation, sanction deliberation, etc., and should there be any changes to the facilitators, the Contractor shall notify of such change within ten working days.

☐ **Contractor Information**

Name of Contract					Contract No.	
Contractor	Name of Corporation		Representative		Phone No.	
	Address				e-mail	

☐ **Facilitator who are corporation (Organization)**

Name of Corporation (Organization)			Representative		Phone No.	
Facilitator	Name	Date of Birth	Department		Phone No. (e-mail)	Role
Details to each role	* Type of role (A) Proxy (B) Intermediary(passing info, PR, etc) (C) Consultant (D) Advisor(legal, accounting, tax, etc)					
	Details					
	(A)					
	(B)					
(C)						
(D)						

☐ Facilitator who are individuals

Name	Date of Birth	Phone No. (e-mail)	Role
Details to each role	* Type of role : ① Proxy ② Intermediary(passing info, PR, etc) ③ Consultant ④ Advisor(legal, accounting, tax, etc)		
	<div style="display: flex;"> <div style="flex: 1;"> ① ② ③ ④ </div> <div style="flex: 3; text-align: center;">Details</div> </div>		

*[Attachment] Consent to collect and use personal information

(All of the facilitators required to individually fill out and sign)

Submitted to the Minister of DAPA on (Month / Day / Year)

[Attachment] Consent to collect and use personal information (Form)**Consent to collect and use personal information**

In an effort to enhance transparency, fairness, and efficiency for defense contracts, DAPA intends to collect and use some personal information as explained below. Please read carefully and decide whether you consent.

☐ **Details to personal information subject to collection and use**

Items	Purpose of collection and use	Period of retention and use
Name of organization Name Date of birth Contact info	Enhancement of Transparency, Fairness, and Efficiency of Defense Contracts	30 years

※ You have a right to withhold consent to providing your personal information. However, please note that if you refuse to consent, there may be some restrictions in participating in contract related activities.

Do you consent to collection and use of your personal information as stated above? (☐ Yes / ☐ No)

Month / Day / Year

Name :

(Signature or Seal)

Submitted to the Minister of DAPA

* For a facilitator who is a corporation (organization), not only the Representative (or equivalent) but also each of the employees shall fill out and sign the form (one page per person)

* All of the facilitators required to individually fill out and sign (one page per person)

부칙 10. (Annex 10.)

교육지원완료 증명서
Certificate of Completion of Training Assistance

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 교육과정명 / 교육기간 / 교육인원 (Name of Course / Period / Number of Trainee)

과정명 Name of Course	장소 Place of Training	교육기간 Period of Training	교육인원 Number of Trainee

위 명시된 계약의 이행을 위해 교육지원이 성공적으로 시행되었음을 증명함. 매수인은 매도인 계약서의 요건에 부합하는 기술지원 및 교육훈련을 실시하였다는 것을 본 증명서로 확인함.

We hereby certify that Training Assistance is successfully conducted in compliance with the Contract. Buyer hereby confirms that Seller has conducted the Training Assistance in compliance with the requirements of the Contract.

직책 및 성명 (Title & Name) :

서명 (Signature) :

2019년 00월 00일

○ ○ ○ ○ 부대장

(Commanding Officer of ○ ○ ○ ○)

부칙 11. (Annex 11.)

하 자 보 고 서

Report of Discrepancy

1. To Name & Address 성명 및 주소					7. Report No. 보고서 번호				
2. From Name & Address 성명 및 주소					8. Date of Preparation 준비일				
3. Contract No. 계약번호					9. Contractor 업체명				
4. Invoice No. 송장번호					10. Shipper 해운회사명				
5. B/L No. 선하증권 번호					11. Vessel 선박				
6. Port of Loading 선적항					12. Port of Discharge 하역항				
13. Item No.	14. NSN/Part No. & Nomenclature 재고/부품번호 및 품목분류	15. U/I	16. Quantity Shipped 선적수량	17. Quantity Received 수령수량	18. Discrepancy 하자				19. Action Requested 요구되는 조치
					Content 내용물	Qty 수량	Unit Price	Total Cost	
20. Remark 비고 (한글 / 영문)									
21. Reporter 보고자									
대한민국 (육/해/공군) 0000 대대 0000 중대 계급 성명 (서명) 000 Battalion 000 Company Warrant Officer 0000									

부칙 12. (Annex 12.)

하도급자 청렴서약서 (A Pledge of Integrity for Sub-contractor)

우리 회사는 부패 없는 투명한 기업경영과 공정한 행정이 사회발전과 국가 경쟁력에 중요한 관건이 됨을 깊이 인식하고, 국제적으로도 경제협력개발기구(OECD) 뇌물방지 협약이 발효되고 부패기업 및 국가에 대한 제재가 강화되는 추세에 맞추어 청렴계약이행서약 취지에 적극적으로 호응하여 년 월 일 방위사업계약에 관한 하도급계약 또는 재하도급 계약의 하도급자로 참여하기 위하여 다음 사항을 서약합니다.

With a clear understanding that transparent business operations and fair administrative process free of corruption is key to accomplishing social growth and national competitiveness, and in concert with the purpose of pledge of integrity for the performance of contracts to keep pace with the OECD Anti-bribery Convention that has come into effect internationally reinforcing stronger sanctions against corrupt businesses and countries, the company hereby pledges to observe the following when participating in a DAPA contract as a subcontractor or sub-subcontractor on _____(Year)_____(Month)_____(Day). :

1. 계약체결 및 계약이행과정에서 관계 공무원에게 직·간접적으로 금품이나 향응 등의 뇌물을 제공하기로 약속하거나 제공하지 아니한다.

The company will not offer or promise to offer direct or indirect bribery including money, valuables, special treatment or entertainment, etc. to relevant government officials while in the process leading up to or while implementing a contract.

2. 위 제 1 호를 위반한 경우에는 방산업체 지정취소 등 「방위사업법」에서 규정한 조치를 받더라도 이를 감수하고 방위사업청장을 상대로 손해배상을 청구하거나 민·형사상의 이의를 제기하지 아니한다.

In the event the company has violated the above paragraph 1, the company will not file a claim for compensation nor take civil/criminal action against the DAPA Minister even if we are subjected to measures stipulated in the Defense Acquisition Program Act including revoking of defense company status in Korea.

3. 회사 임직원이 관계 공무원에게 뇌물을 제공하거나 담합 등 불공정 행위를 하지 않도록 하고, 내부 비리 제보자에 대해서도 일체의 불이익을 받지 않도록 한다.

The company will not allow its employees and executives to offer a bribe to government officials nor take part in unfair conduct such as collusion, and will not penalize whistleblowers.

4. 방위사업계약에 관한 하도급계약을 체결한 하도급자가 방위사업계약에 관한 재하도급계약을 체결 또는 이행하거나, 방위사업계약에 관한 재하도급계약을 체결한 재하도급자가 방위사업계약에 관한 재하도급계약을 이행하기 위하여 다시 하도급계약을 체결 또는 이행하는 경우, 우월한 도급자 지위를 이용하여 재하도급계약의 재하도급자 또는 재재하도급계약의 재재하도급자로부터 금품을 수수하거나 부당 또는 불공정한 행위(계약 체결 전 입찰을 진행하는 경우에는 입찰의 자유경쟁을 저해하는 불공정한 행위를 포함한다)를 하지 아니한다.

In the event a subcontractor to DAPA's contract signs and implements a sub-subcontract or if a sub-subcontracted company signs and implements a secondary sub-subcontract, the subcontractor and sub-subcontractor in respective case will not take advantage of their superior position to collect money or valuables nor to take unfair actions (including actions that hinder a fair competition during the bidding phase prior to contract award).

5. 방위사업과 관련한 특정정보의 제공을 관계공무원에게 요구하거나 제공받지 않도록 하며, 계약이행과정에서 알게 된 연구성과물 등 특정정보를 임의로 제 3 자에게 제공 또는 누설하지 아니한다.

The company will not request or receive specific information of a defense program, and shall not provide or share specific information including research results obtained while implementing the contract with a third party at its discretion.

「방위사업법」 제 6 조제 1 항, 같은 법 시행령 제 4 조제 6 항·제 7 항 및 같은 법 시행규칙 제 3 조제 4 항에 따라 청렴서약서를 제출합니다.

The company hereby submits this Pledge of Integrity in compliance with Paragraph 1 under Article 6 of Defense Acquisition Program Act as well as paragraph 6&7 under Article 4 of Enforcement Decree and paragraph 4 under Article 3 of Enforcement Rule of the same Act.

Month / Day / Year

Name :

(Signature or Seal)

Submitted to the Minister of DAPA

계약 특수조건

Schedules of Terms & Conditions

본 계약특수조건은 계약일반조건에 추가되며, 계약일반조건과 상충 시 계약특수조건을 우선 한다.

The Schedules shall be incorporated into, and constitute an integral part of this Contract. Should there be any conflict with the General Terms and Conditions, the Schedules shall take precedence over General T&C.

Schedule 2. 계약물품명세서 Commodity Description

No.	Description	Quantity	UOM	Unit price(USD)	Total Price (USD)
1	Hood Assembly	970	EA	\$11,507	\$11,162,120
2	Torso Assembly	970	EA	\$6,088	\$5,905,001
3	CB Coveralls	1,940	EA	\$1,253	\$2,431,635
4	CB Gloves	1,940	EA	\$153	\$297,053
5	CB Socks	1,940	EA	\$17	\$33,213
6	CB Transit Layer	1,940	EA	\$202	\$391,996
7	C2A1 Filters	4,850	EA	\$38	\$184,979
8	JHMCS Visor	440	EA	\$2,096	\$922,240
9	JSMLT Assembly	1	EA	\$58,358	\$58,358
10	JSMLT Adapter Kit	1	EA	\$12,042	\$12,042
11	Spare Parts	1	Lot	\$189,751	\$189,751

No.	Description	Quantity	UOM	Unit price(USD)	Total Price (USD)
12	OMM Manual	1	EA	\$92,638	\$92,638
13	Operation & Maintenance Training	1	Lot	\$230,057	\$230,057
14	Program Management Support & Reviews	1		\$722,198	\$722,198
15	FAT & SAT Support	1		\$3,119	\$3,119
16	Final packaging for shipment to customer	192	PAL	\$29	\$5,568
17	Shipping Subcontractor Products	1	Lot	\$44,864	\$44,864
Total					\$22,686,832

Schedule 3 계약금액 Contract Price

3. 본 계약의 총계약금액은 [\$ 0000]이다. 다만 2020 년 이후의 현금(미확정예산)은 예산이 확정시 3.3 의 연부액을 확정 또는 수정하는 수정계약을 체결한다.

The Total Contract Price under this Contract is Twenty-Two Million Six Hundred Eighty-Six Thousand Eight Hundred Thirty-Two United States Dollars (\$22,686,832 USD)[\$0000]. However, for the cash amount to be paid after year 2020 (budget subject to approval), an amendment to the Contract shall be signed to confirm or adjust the yearly payment amount stipulated in 3.3 herein.

3.2 본 계약의 총계약금액은 확정금액이다. 그러므로 계약상대자는 총계약금액에 대한 대가로 물품을 공급하여야 하며, 본 총계약금액은 계약상대자의 원가 및 물가상승 등의 영향을 받지 않는다. 총계약금액은 방위사업청의 구매사양서가 변동된 경우에만 조정된다.

This is a Firm and Fixed Contract. Therefore, the Contractor shall provide the Commodity(ies) in consideration of the Total Contract Price which is not subject to any adjustment on the basis of the Contractor's cost, inflation, etc. Adjustment to this price is permitted only if the DAPA's specification of the commodity is changed.

The yearly payment profile is as listed below, and the amount may be revised based on budget approval of the National Assembly.

계	2019=본조 2019=Confirmed budget	2020=현금 2020=Scheduled budget	2021=현금 2021=Scheduled budget

Schedule 4 물품의 인도조건과 일정 Delivery condition and Schedule

4.1 본 계약의 물품 인도일정은 다음 표에 명시된 일정과 같다.

Delivery Schedules of the Commodities under the Contract are set forth in the table below.

#	Milestone Event	Milestone Description	Place of Delivery	Delivery Date	Milestone Value
0	Contract Effectivity	Contract Effectivity in accordance with Article 32	FCA Gentex Facility	T0	\$0
1	Main Program Start of Work Program Management Review (PMR #1) Meeting (Gentex Project #2)	Program Management Review (PMR #1) DAPA/ROKAF and Gentex conduct a start of work meeting to align teams and begin execution (i.e. Gentex Program Project #2 started) – Customer funded	FCA Gentex Facility	T0 + 0 Months	\$4,275,736
2	Main Program PMR #2 at Gentex CA, USA	PMR #2 DAPA/ROKAF/Gentex conduct and complete	FCA Gentex Facility	T0 + 8 Months	\$163,520
3	System Lot 1 Factory Acceptance Test (FAT) and PMR #3 complete	PMR #3 is completed during Lot 1 (27 of 970 systems), support equipment (JSMLT), and Concurrent Spare Parts (CSP) package source inspection visit by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 8 Months	\$619,045
4	System Lot 1 Training complete	The initial ROKAF pilot and maintainer training is complete and accepted in ROC	ROKAF	T0 + 10 Months	\$0

#	Milestone Event	Milestone Description	Place of Delivery	Delivery Date	Milestone Value
5	System Lot 1 (27 systems) Site Acceptance Test (SAT) and PMR #4 complete (in ROC)	PMR #4 is completed during Lot 1 (27 of 970 systems), support equipment, and Concurrent Spare Parts (CSP) package Site Acceptance Test (SAT) by DAPA/ROKAF representatives at agreed ROKAF base in ROC	ROKAF	T0 + 10 Months	\$163,520
6	Delivery of 110 JHMCS Visors	110 JHMCS Visors are source inspected by DAPA/ROKAF	FCA Gentex Facility	T0 + 12 Months	\$184,448
7	System Lot 2 (90 systems) Factory Acceptance Test (FAT) complete	Lot 2 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 12 Months	\$1,518,415
8	System Lot 2 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 2 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 12 Months	\$0
9	System Lot 3 (92 systems) Factory Acceptance Test (FAT) and PMR #5 complete	PMR #5 is conducted during Lot 3 (92 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 13 Months	\$1,715,678
10	System Lot 3 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 3 (92 systems) by DAPA/ROKAF	Gentex Facility	T0 + 14 Months	\$0
11	Delivery of 110 JHMCS Visors	110 JHMCS Visors are source inspected by DAPA/ROKAF	FCA Gentex Facility	T0 + 16 Months	\$184,448
12	System Lot 4 (90 systems) Factory Acceptance Test (FAT) complete	Lot 4 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 16 Months	\$1,518,415
13	System Lot 4 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 4 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 16 Months	\$0

#	Milestone Event	Milestone Description	Place of Delivery	Delivery Date	Milestone Value
14	System Lot 5 (90 systems) Factory Acceptance Test (FAT) and PMR #6 complete	PMR #6 is conducted during Lot 5 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 17 Months	\$1,681,936
15	System Lot 5 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 5 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 18 Months	\$0
16	Delivery of 110 JHMCS Visors	110 JHMCS Visors are source inspected by DAPA/ROKAF	FCA Gentex Facility	T0 + 18 Months	\$184,448
17	System Lot 6 (90 systems) Factory Acceptance Test (FAT) complete	Lot 6 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 20 Months	\$1,518,415
18	System Lot 6 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 6 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 20 Months	\$0
19	System Lot 7 Factory Acceptance Test (FAT) and PMR #7 complete	PMR #7 is conducted during Lot 7 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 21 Months	\$1,681,936
20	System Lot 7 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 7 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 22 Months	\$0
21	Delivery of 110 JHMCS Visors	110 JHMCS Visors are source inspected by DAPA/ROKAF	FCA Gentex Facility	T0 + 24 Months	\$184,448
22	System Lot 8 (90 systems) Factory Acceptance Test (FAT) complete	Lot 8 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 23 Months	\$1,518,415
23	System Lot 8 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 8 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 24 Months	\$0

#	Milestone Event	Milestone Description	Place of Delivery	Delivery Date	Milestone Value
24	System Lot 9 (90 systems) Factory Acceptance Test (FAT) and PMR #8, and Offset Program complete	PMR #8 and Offset Program Close-out is conducted during Lot 9 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA.	FCA Gentex Facility	T0 + 25 Months	\$1,681,936
25	System Lot 9 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 9 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 26 Months	\$0
26	System Lot 10 (90 systems) Factory Acceptance Test (FAT) complete	Lot 10 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 27 Months	\$1,518,415
27	System Lot 10 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 10 (90 systems) by DAPA/ROKAF	FCA Gentex Facility	T0 + 28 Months	\$0
28	System Lot 11 (90 systems) Factory Acceptance Test (FAT) complete	Lot 11 (90 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 30 Months	\$1,518,415
29	System Lot 11 Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 11 (90 systems) by DAPA/ROKAF	ROKAF	T0 + 30 Months	\$0
30	System Lot 12 final Factory Acceptance Test (FAT) and PMR #9 complete	PMR #9 is conducted during Lot 12 (last 41 of 970 systems) are source inspected by DAPA/ROKAF representatives at Gentex CA. USA	FCA Gentex Facility	T0 + 31 Months	\$855,243
31	System Lot 12 final Site Acceptance Test (SAT) complete	Site Acceptance Test (SAT) complete for Lot 12 (41 systems) by DAPA/ROKAF	ROKAF	T0 + 32 Months	\$0
32	ROKAF Pilot Protective Clothing Set-II Full Operational Capability (FOC) and Offset Program achieved	DAPA/ROKAF have received and accepted all program/contract deliverables (970 Systems; 1 JSMLT, CSP, Training, Technical Data, etc) including Offset Program.	ROKAF	T0 + 32 Months	\$0

#	Milestone Event	Milestone Description	Place of Delivery	Delivery Date	Milestone Value
33	Gentex Program Close-Out complete with transition to TACAIR product customer support and sustainment begins	Gentex team program close-out activities complete. Release of resources, lessons learned, final invoicing and payments received. Gentex TACAIR product for ROKAF moves to 10 year customer support and sustainment.	FCA Gentex Facility	T0 + 33 Months	\$0
				Total:	\$22,686,832

T0= Date of Contract Effectivity IAW Article 32.

~~4.2 계약상대자는 납지부대 검수관이 원하는 장소에 장비 설치 완료 후 검수 확인을 받아야 하며, 이 때 발생하는 비용은 계약상대자의 부담으로 한다.~~

~~The inspection shall be conducted after the Contractor completes installation in the place designated by the inspector of the End User, and any cost incurred shall be borne by the Contractor.~~

~~4.3 교육훈련이 성공적으로 완료되면 최종사용자는 본 계약서에 첨부된 별지 10의 “교육지원완료증명서”를 발행하여야 한다. 최종사용자가 교육지원완료 증명서를 발행할 때 본 계약의 교육지원이 완료된다.~~

~~After successful completion of the Training, the End User shall issue “A Certificate of Completion of Training” as shown in annex 10 attached hereto. When the End User issues the aforementioned Certificate, the Training under this Contract shall be deemed complete.~~Reserved.

4.4 계약상대자는 Incoterms 2010 FCA 조건으로 물품을 인도하여야 한다.

The Contractor shall deliver the Commodity DAP FCA Contractor’s Facility in compliance with Incoterms 2010.

4.5 기타 본 계약과 관련한 세부조건은 본 계약서에 첨부된 작업명세서(SOW)와 계약상대자의 제안서를 충족하여야 한다.

Other detail conditions in connection with this Contract shall satisfy the SOW and the Contractor’s Proposal attached to this Contract.

Schedule 5 계약이행보증금 Performance Bond

5.1 계약이행보증금은 총계약금액의 10% 이상으로 설정되어야 하며, 최종 물품 인도 후 보증기간 (120 개월)까지 유효하게 설정되어야 한다.

The Performance Bond shall be issued at an amount equivalent to or higher than ten (10) percent of the total contract price and the bond shall be valid until the end of warranty period (120 months) which starts after the final delivery.

5.2 계약이행보증금과 선금환급보증금은 대한민국 서울에 위치한 우리은행을 통해서 통지된다.

The Performance Bond and Repayment Guarantee shall be advised through WOORI BANK, Seoul, KoreaPNC Bank, Pennsylvania, United States of America.

- **Bank Name : WOORI BANK, SEOUL, KOREA(BRANCH : KOLON TOWER BANKING CENTERPNC Bank)**
- **Address (Head Office) : 203, Hoyhyon-Dong 1Ga, Chung-Gu, Seoul, Korea.**
- **SWIFT NO. : HVBKKRSEXXX**
- **BRANCH Address : Gyeonggi Gwacheon Kolonro 11(Byeoryang-dong Kolon blvd.) Republic of Korea.**
- **TEL / FAX : 82-2-503-8731 / 82-505-001-3477**

Schedule 7 대금지불 일정 및 절차(Payment Schedule and Conditions)

7.1 대금지불일정은 스케줄 4.1 을 따른다.

The payment schedule shall be in accordance with the terms stipulated in Schedule 4.1.

7.2 대금은 계약상대자의 계좌로 직접송금 방식에 의해 지불될 것이다. 계약상대자의 은행정보는 아래와 같다.

Payment under this Contract shall be made by Telegraphic transfer (T/T)a fully funded Documentary Letter of Credit (DLOC) to the Contractor's Accountadvised by a United States Bank in favor of the Contractor.

The information of the Contractor's bank is as follows:

- a. **Payment Bank : —**
- b. **Beneficiary :**
- c. **Account Number :**

~~d. Swift Code;~~

~~e. ABA / ABAN No.~~

7.3 물품수령확인증에 하자 또는 이종품의 경우, 수량이 부족할 경우 방위사업청은 대금지불을 보류할 수 있다.

In the event that the Certificate of Receipt (COR) indicates any defectiveness and/or incorrect items or shortage in quantity, the DAPA shall be entitled to withhold payment from the Contractor remedies listed in the Warranty Clause.

7.4 물품의 인도에 대한 대금은 다음의 서류들을 방위사업청에게 제출하여야 지불될 수 있다.

Payment for the deliveries shall be payment when the following documents have been presented to DAPA the advising bank listed in the DLOC.

7.4.1 물자대금 Delivery payment

7.4.1.1 상업송장 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of Commercial invoice

7.4.1.2 포장명세서 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of Packing Lists

7.4.1.3 해상 또는 항공 운송장 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of the Seaway/Airway bill

7.4.1.4 최종사용자에 의해 서명된 물품수령확인서 원본 1 부 및 사본 1 부 (부칙 6 참조)

One (1) original and One (1) copy of Certificate of Receipt (COR) signed by End User (Refer to Annex 6)

7.4.1.5 임명된 검사관에 의해 서명된 현지수락검사확인서 원본 1 부 및 사본 1 부 (부칙 7 참조)

One (1) original and One (1) copy of Certificate of Site Acceptance Test Completion signed by an appointed inspector (Refer to Annex 7)

7.4.1.6 제작자에 의해 서명된 공장수락검사 증명서 원본 1 부 및 사본 1 부(부칙 8 참조)

One (1) original and One (1) copy of the Certificate of Factory Acceptance Test signed by the manufacturer (Refer to Annex 8)

7.4.1.7 교육지원완료 증명서 원본 1 부 및 사본 1 부 (부칙 10)

One (1) original and One (1) copy of the Certificate of Completion of the Training Assistance (Refer to Annex 9)

~~7.4.1.8 국세 및 지방세 납입증명서 원본 각 1 부 (계약업체가 국내 공급업체일 경우)~~

~~One (1) original of the tax payment Certificate and the local tax payment Certificate (Only for domestic company)~~

~~7.4.1.9 수입신고필증 및 계산서 각 1 부 (계약업체가 국내 공급업체일 경우)~~

~~One (1) copy of the import Certificate of Completion of report and E-Bill (Only for domestic company)~~

~~7.4.1.10 국민연금보험료 납부 증명서 1 부 (계약업체가 국내 공급업체일 경우)~~

~~One (1) copy of the national pension payment Certificate (Only for domestic company)~~

7.5 대금은 스케줄 7.4 의 서류를 접수한 후 21 일 이내에 계약상대자의 은행구좌로 송금방식에 의해 지불된다. 단 12 월 23 일부터 다음해 1 월 30 일 사이에 청구되는 대금(DAPA 접수일자 기준)은 대한민국 정부의 예산결산 및 배정 관계로 다음해 2 월 1 일 이후 지불될 것이다.

~~Payment under this contract shall be made by T/T to the Contractor's bank account within twenty-one (21) days after the DAPA has received the documents stipulated in Schedule 7. 4. However, the payment requested (based on date received by DAPA) from December 23 to January 30 in the following year will be made after February 1 due to settlement of accounts and budget allocation of the ROK government.~~Reserved

Schedule 8 물품사양서 Commodity Specification

8.1 물품의 계약 성능 및 규격은 제 2 장에서 세부적으로 기술한다.

The Contractual performance and specifications of the Commodity are further specified in Section 2.

Schedule 11 설치 및/또는 통합과 교육훈련용역

(11. Installation and/or Integration and Training Services)

- 11.1 계약상대자는 교관화 교육 및 사용자 교육을 실시해야 한다. 세부 교육 관련 내용은 2 장 “작업명세서”에 명시된다. 교육훈련이 성공적으로 완료되면 최종사용자는 본 계약서에 첨부된 별지 10 의 “교육지원 완료 증명서” 를 발행하여야 한다.

~~Contractor must provide education training for instructors and user. Details for education training are enumerated in Section 2 “SOW”. After the successful completion of Training, the End User shall issue “A Certificate of Completion of Training Assistance” as shown in Annex 10 attached hereto. Reserved~~

- 11.2 교육에 소요되는 일체 비용은 계약상대자가 부담한다. 교육관련사항(교육일정, 교육내용, 교육인원 및 기타사항)은 개별적으로 제공되어야 한다.

~~All spending payments used for education shall be paid by the Contractor. Training information (schedule, description, students and others) should be provided separately. Reserved~~

- 11.4 기타 교육훈련은 2장 “작업명세서”에 명시된다.

Other details for installation and training services are enumerated in Section 2 “Statement of Work”.

Schedule 13 검사 및 수락(Inspection and Acceptance)

- 13.1 수락검사는 최종사용자가 지정하는 시간, 장소, 방법에 따라 실시하며, 계약상대자는 수락검사에 필요한 관련 서류 등을 수락검사 1 개월 전까지 제출해야 한다.

~~SAT Inspection shall be conducted at the time, location and methods specified by End-User. Contractor shall submit relevant document for SAT by one month before SAT.~~

- 13.2 기타 검사 및 수락은 2 장 “작업명세서”에 명시된다.

~~Other details for inspection and acceptance are enumerated in Section 2 “SOW.” Reserved.~~

Schedule 14 물품의 포장(Packing of the Commodity)

- 14.1 포장에 관한 사항은 2 장 작업명세서와 계약상대자의 제안서를 충족하여야 한다.

Other packing conditions shall satisfy “Statement of Work” in Section2. and “Contractor’s proposal”.

Schedule17 부합납품 Partial Performance or Partial Shinment

17.1 분할납품은 스케줄 4.1 을 따른다.

Partial Performance shall be in compliance with Schedule 4.1

Schedule 22 품질보증 Warranty

~~22.1 품질보증등급은 G 등급이다. G 등급은 계약업체의 장비 인도 후 운용시험 결과 이상이 없을 경우 인수하는 형태이며, 제작자증명서, 제작자검사증명서(공장수락검사증명서), 수락검사확인서가 제출되어야 한다. 납품물에 대한 품질보증기간은 납품 완료된 시점을 기준으로 120 개월로 한다.~~
Warranty level shall be level G. This level means that the commodity is accepted when there are no defects found as a result of an operational test conducted after the contractor delivered the commodity. The documents to be submitted are Manufacturer's Certificate, Manufacturer's Inspection Certificate(FAT Certificate), and SAT Certificate. The warranty period shall be one hundred twenty (120) months from when the Commodities have been delivered.Reserved

~~22.2 하자구상기간은 하자 보증기간에서 제외된다.~~

Defect claim and cure period shall be excluded from warranty period.Reserved

~~22.3 하자처리에 발생하는 제반 비용은 계약상대자가 부담하고, 계약상대자가 하자보수 의무를 이행하지 않음으로써 방위사업청에게 발생한 일체의 손해에 대해 배상해야 한다.~~

All costs associated with defect compensation shall be borne by the Contractor, and the Contractor shall be liable for any and all damages to DAPA that occurred as a result of failure to fulfill warranty responsibilities.Reserved

~~22.4 방위사업청은 납품물의 규격과 품질이 계약내용과 상이함을 발견한 때에는 그 사실을 계약상대자에게 통보(부칙 11)하고, 계약상대자는 이에 대해 조치해야 한다.~~

The DAPA shall notify the Contractor whenever a delivered item is discrepant from the Contract in terms of specifications and/or quality, and the Contractor shall take appropriate measures in response.

~~22.5 하자보증기간 중 하자가 발생되어 수리, 교체, 또는 교환 등 하자가 치유된 장비/부품의 하자보증기간은 이 물품이 최종사용자의 치유완료 증명서 발행일로부터 120 개월이 재 적용된다.~~

~~For the items that are repaired, replaced, exchanged, etc. for defective items during the warranty period, one hundred twenty (120) months warranty period shall be re-applied from the date of issuing certificate of completion of remedy by the End User.~~Reserved

22.6 계약상대자는 품질보증을 위해 수리 및 교환을 하였을 경우 사용된 부품에 대한 리스트(단가 및 평균고장시간 포함)를 작성하여 제출해야 한다.

~~In the event of repair and/or replacement under warranty, the Contractor shall provide a list of parts that were used (including information on unit price and Mean Time Between Failure) for such warranty treatment.~~Reserved.

Schedule 39. 기타 Others

39.1 본 계약조건에 명시되지 않은 소요군의 요구사항은 작업명세서에 따른다.

Requests from the End User not stipulated in this Contract shall be in compliance with the Statement of Work.

39.2 구매요구서의 해석상 이견이 있을 경우 소요군의 해석에 따르고 영문과 한글 중 한글을 우선 시 한다.
~~If there are conflicts in interpreting the purchase order, the interpretation of the End User shall prevail; and the Korean version shall prevail over the English version.~~Reserved.

39.3 구매요구서와 기술(규격) 입찰서가 상충하는 경우 구매요구서를 우선 적용하며 구매요구서의 해석상 이견이 있는 경우 소요군의 해석에 따른다.

In the event there are conflicts between the Purchase Order and Specification Bidding Document, the Purchase Order shall take precedence.
~~If there is differences in interpreting the Purchase Order, the interpretation of the End User shall prevail.~~

39.4 계약상대자는 하도급계약 또는 재하도급계약의 금액이 10 억원 이상일 경우, 해당 하도급계약 또는 재하도급계약 체결시 청렴서약서(부칙 9)에 해당 하도급자 및 재하도급자로부터 서명을 받아 방위사업청으로 제출하여야 한다. 단, 원화 이외의 통화로 하도급계약 또는 재하도급계약 체결시, 해당 하도급계약 또는 재하도급계약 체결일의 대한민국 외국환중개 매매기준환율로 환산하여 적용한다.

In the event the value of a contract between the Contractor and its subcontractor or between a subcontractor and its sub-subcontractor exceeds one billion won, the Contractor shall submit a subcontractor or sub-subcontractor's signed Pledge of Integrity form provided in Annex 11 Any contract currency other than the Korean won shall be converted to Won based on the 'Basic Rate' published by Korean Financial Telecommunications & Clearing Institute(KFTC) on the date of contract award of the subcontract or sub-subcontract.

EXHIBIT 16

From: Joseph Gorski <jgorski@tradewaysusa.com>
Date: November 1, 2019 at 6:12:05 PM EDT
To: RMcCay@gentexcorp.com
Cc: Kim Yjh <hs.kim@youngjinhitek.kr>, Young Jin jinseop So <jssso@youngjinhitek.kr>, switherow@gentexcorp.com
Subject: 18.7

It was mentioned by DAPA during the last meeting

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Date: November 1, 2019 at 8:45:25 AM CDT
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Joseph Gorski <jgorski@tradewaysusa.com>, "Scott P. Witherow" <switherow@gentexcorp.com>, Young Jin jinseop So <jssso@youngjinhitek.kr>, "bm.so@youngjinhitek.kr" <bm.so@youngjinhitek.kr>
Subject: Re: [External]TACAIR Korea

Dear Robert,
I do not know about 18.7M.
BR,
Kim

2019년 11월 1일 (금) 오후 10:23, Robert McCay <RMcCay@gentexcorp.com>님이
작성:

Thanks Joe. Appreciate the thought process. Happy to look over however it would seem there process would struggle to accept such terms. Flexibility has not been a theme of the discussions. Will look over.

Kim - what is the basis of the \$18.7M vs what has previously been communicated as \$18.4M?

Robert.

-----Original Message-----

From: Joseph Gorski <jgorski@tradewaysusa.com>

Sent: Friday, November 1, 2019 12:15 AM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Scott P. Witherow <switherow@gentexcorp.com>; Young Jin jinseop So
<jsso@youngjinhitek.kr>; bm.so@youngjinhitek.kr; Kim Yjh <hs.kim@youngjinhitek.kr>

Subject: [External]TACAIR Korea

Dear Robert,

I met with Young Jin Hi-Tek on November 1.

We were searching for a way to save the deal.

The door is probably still open for a week or two.

We recognize you need a way to cover the monthly production support cost in order to accept a 18.4 (actually it is 18.7) contract. Our assumption is the US Government will place a production order with Gentex during the next 4 years, including the production support cost.

If you believe this is feasible then suggest you draft a message to DAPA but send it only to Young Jin Hi-Tek for comment and possibly editing. Such a message would say Gentex is willing to enter into a contract at \$18.7 million with delivery by December 31, 2023, subject to mutually agreed terms and conditions. Gentex would inform DAPA when they receive a US Government order including the production support cost. Gentex would then specify a delivery schedule for the 970 systems and DAPA would open the Letter of Credit accordingly.

We believe such a message would reach a senior DAPA manager who would decide whether to award the contract with such a flexible delivery arrangement.

Regards

Joe

Sent from my iPhone

"CONFIDENTIALITY NOTICE: The information transmitted herein is intended only for the person or entity to which it is addressed. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this

message in error, please contact the sender and immediately delete the information and this message. EXPORT COMPLIANCE: Data and information contained in this message may be controlled for export by the U.S. Government. Such export controlled information may not be provided to any person who is not a U.S. Person as defined by the International Traffic in Arms Regulations, 22 CFR 120-130, unless prior export authorization is obtained."

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Friday, November 15, 2019 3:04 PM
To: Joe Gorski; 'Hyungsoo Kim'
Cc: Scott P. Witherow; 'Young Jin jinseop So'; bm.so@youngjinhitek.kr; Don Tourtellott
Subject: RE: [External]TACAIR Korea

Dear Joe – earlier I sent a note to Kim responding to his questions and tried to frame the issue and challenges. Short answer to your #6 below is no and hopefully the narrative I provided earlier helps explain the basis. If there are other questions please do not hesitate to send them over.

Robert.

From: Joe Gorski <jgorski@tradewaysusa.com>
Sent: Friday, November 15, 2019 8:18 AM
To: 'Hyungsoo Kim' <hs.kim@youngjinhitek.kr>; Robert McCay <RMcCay@gentexcorp.com>
Cc: Scott P. Witherow <switherow@gentexcorp.com>; 'Young Jin jinseop So' <jssso@youngjinhitek.kr>; bm.so@youngjinhitek.kr
Subject: [External]TACAIR Korea

Dear Robert,

1. In Col Chung's message below he asked for this delivery: 27 in 2020, 100 in 2021 and 870 in 2022. This indicates they do have some flexibility re the delivery schedule and might not insist on everything by December 2021.
2. 870 units in one year means about 73 units per month for 12 months.
3. Suppose you could ship 100 units in 2021 in 2 months.
4. $12 + 2 = 14$ months production. $14 \times \$65,000 = \$910,000$ for production support cost.
5. If you need also to cover production support cost for 6 months start-up, then $14 + 6 = 20 \times \$65,000 = \$1,300,000$.
6. $18.467M + 1.3M = 19.767M$. Would you sign contract in December 2019 for \$19,767,000 with delivery 27 in 2020, 100 in 2021 and 870 in 2022? Please let Kim know your answer.

Thanks
Joe

From: Hyungsoo Kim [mailto:hs.kim@youngjinhitek.kr]
Sent: Thursday, November 7, 2019 12:24 AM
To: Robert McCay
Cc: Joseph Gorski; Scott P. Witherow; Young Jin jinseop So; bm.so@youngjinhitek.kr
Subject: Re: [External]TACAIR Korea

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

Col. Chung of contract team leader called me today, if Gentex does not accept his proposal, he will finally report to his boss tomorrow morning (Korean time, Friday morning) that PP-II program will be cancelled, because price negotiation was broken off. He asked us to let him know Gentex intention of PP-II program by tomorrow morning.

If we do not receive your answer by tomorrow morning (Korean time at 9:00 am, Friday), I will send DAPA that Gentex does not accept the proposal.

We understand that DAPA IPT/Contract team with ROKAF did their best option as much as they can do within DAPA policy, and we do not expect what could be happened next step.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaеul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 5일 (화) 오후 2:45, Hyungsoo Kim <hs.kim@youngjinhitek.kr>님이 작성:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

Contract team leader of DAPA , Col. Chung, proposed today as follows :

1. 60% advanced payment early (in February) 2020.
2. 27 sets delivery for training (offset amount) in 2020.
3. Delivery schedule 2019 ~2022.
 - About 10 % quantity (100ea) in 2021.
 - 90% (870ea) quantity in 2022.
4. Contract amount : \$18.467M

Please let us know Gentex decision of "yes or no" asap.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 1일 (금) 오후 10:23, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Thanks Joe. Appreciate the thought process. Happy to look over however it would seem there process would struggle to accept such terms. Flexibility has not been a theme of the discussions. Will look over.

Kim - what is the basis of the \$18.7M vs what has previously been communicated as \$18.4M?

Robert.

-----Original Message-----

From: Joseph Gorski <jgorski@tradewaysusa.com>

Sent: Friday, November 1, 2019 12:15 AM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Scott P. Witherow <switherow@gentexcorp.com>; Young Jin jinseop So <jsoo@youngjinhitek.kr>;
bm.so@youngjinhitek.kr; Kim Yjh <hs.kim@youngjinhitek.kr>

Subject: [External]TACAIR Korea

Dear Robert,

I met with Young Jin Hi-Tek on November 1.

We were searching for a way to save the deal.

The door is probably still open for a week or two.

We recognize you need a way to cover the monthly production support cost in order to accept a 18.4 (actually it is 18.7) contract. Our assumption is the US Government will place a production order with Gentex during the next 4 years, including the production support cost.

If you believe this is feasible then suggest you draft a message to DAPA but send it only to Young Jin Hi-Tek for comment and possibly editing. Such a message would say Gentex is willing to enter into a contract at \$18.7 million

with delivery by December 31, 2023, subject to mutually agreed terms and conditions. Gentex would inform DAPA when they receive a US Government order including the production support cost. Gentex would then specify a delivery schedule for the 970 systems and DAPA would open the Letter of Credit accordingly.

We believe such a message would reach a senior DAPA manager who would decide whether to award the contract with such a flexible delivery arrangement.

Regards

Joe

Sent from my iPhone

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received this message in error, please contact the sender and immediately delete the information and this message. EXPORT COMPLIANCE: Data and information contained in this message may be controlled for export by the U.S. Government. Such export controlled information may not be provided to any person who is not a U.S. Person as defined by the International Traffic in Arms Regulations, 22 CFR 120-130, unless prior export authorization is obtained.”

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Wednesday, November 27, 2019 10:55 PM
To: Hyungsoo Kim
Cc: Don Tourtellott; Byungmin So; Jinseop So; Joseph Gorski; Scott P. Witherow; Mike Stump
Subject: RE: [External]Re: [External]Re: [External]Re: Response to DAPA Letter of November 12, 2019

Dear Kim – thank you for the update, we appreciate you effort to help move this forward and we look forward to any further updates.

Your responses to questions 7, 8, and 9 are acceptable and please provide to DAPA as necessary.

Please let us know if you need anything more at this point.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Wednesday, November 27, 2019 6:39 PM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>
Subject: [External]Re: [External]Re: [External]Re: Response to DAPA Letter of November 12, 2019

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

We met with Mr. Kim of PM, NBC IPT yesterday.

Current status of PP-II program :

1. DAPA reviewed Gentex response to DAPA 's letter, and they are much positive for the necessity of PSC now.
2. NBC IPT is going to agree internally with the necessity of PSC.
3. From the legal point of view, IPT will ask Legal Department about the issue of PSC (2.34M) including in the original proposal (18.46M) this week.
4. If Legal Department decide there is no problem with this issue, it will take about a week.
5. IPT will send the revised price to Target Price Directorate.
6. After Legal team's positive decision, DAPA IPT will inform us (Gentex) that Gentex needs to come to DAPA either 2nd week or 3rd week of December, and explain the detailed, breakdown of PSC to DAPA IPT, Contract team, Target Price Directorate for their full understanding of PSC necessity. If it goes well.
7. Final T&C and main contract can be expected in January or early February 2020. Offset negotiation has to be proceeded as well.

We hope to proceed this process.

While we were talking about the PSC, DAPA asked us about more questions 7,8 and 9 attached.

I wrote the answers of 7,8 and 9, as attached, what DAPA wanted with Gentex letter head, from your Product Support Narrative, Contract Draft and previous letters.

Please review or revise the attached, and send us ASAP (today).

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaetul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 24일 (일) 오전 9:43, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Okay, we will update with the schedule detail in question 5.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>

Sent: Saturday, November 23, 2019 4:39 PM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jsoo@youngjinhitek.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>

Subject: [External]Re: [External]Re: Response to DAPA Letter of November 12, 2019

Dear Robert,

Yes, include schedule details with quantity for each year in Q5.

BR,

Kim

2019년 11월 24일 (일) 오전 8:56, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Dear Kim – we will include the schedule details with qtys for each year.

For the price breakdown, you indicate to include that in question 5. The breakdown is included in question 4 response. We assume that is acceptable and covers the point and no additional input is needed. Please advise.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>

Sent: Friday, November 22, 2019 4:31 PM

To: Don Tourtellott <dtourtellott@gentexcorp.com>

Cc: Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jsoo@youngjinhitek.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump

<MStump@gentexcorp.com>; Robert McCay <RMcCay@gentexcorp.com>

Subject: [External]Re: Response to DAPA Letter of November 12, 2019

Dear Don,

Thank you for the email.

I would like you to add missed 2 answers, find attached, to your response.

BR,

Kim

2019년 11월 23일 (토) 오전 8:24, Don Tourtellott <dtourtellott@gentexcorp.com>님이 작성:

Hello Kim,

Please see attached our response to DAPA's letter of Nov 12, 2019. The MS Word version is provided for translation.

If you have any questions, please let us know.

Thank you,

Don Tourtellott

Program Manager

Gentex Corporation

9859 7th Street

Rancho Cucamonga, CA 91730

(909) 257-3592 Office

(951) 316-1190 Mobile

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Wednesday, November 20, 2019 10:22 PM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>
Subject: [External]Re: [External]Re: Response to DAPA Letter of November 12, 2019

Dear Robert,

We went to DAPA this morning, and talked with Mr. Kim (Team Leader of NBC IPT) and Mr. Kim (PM) again about Production Support Cost to be necessary for production period.

When you send us the revised response with No. 5 and 6, we will submit to DAPA and request to re-negotiate with acception of Production Support Cost, and propose PSC refund condition in case of duplicated production period (USG, 3rd countries) during DAPA production period in the T&C of this PP-II program as well.

This is a chance to negotiate again including PSC.

Your quick response with Gentex letter head will be appreciated.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 20일 (수) 오후 4:55, Hyungsoo Kim <hs.kim@youngjinhitek.kr>님이 작성:

Dear Robert,

NBC IPT asked about more questions after reviewing your response as follows :

1. Please send us your response with Gentex letter head, please find attached.
2. We were asked not to include Torso kit updates in the proposed price. It means 20.74M (18.4M + 2.34M for 36 months PSC), attached No. 4
3. Additional question of No. 5 and 6, attached. Please add these answers to attached.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 20일 (수) 오전 11:42, Hyungsoo Kim <hs.kim@youngjinhitek.kr>님이 작성:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

As I informed you that price negotiation was broken off, and then it was not put in DAPA Committee by Contract team.

We submitted Gentex response and discussed with NBC IPT about the next stage of PP-II program.

1. We explained about the necessity of Production Support Cost (PSC) for PP-II program, and believe NBC IPT understood the necessity as well.

2. We were advised that Gentex can propose the price of \$20.9M at the next new RFP.

- 18.4M : Proposal price of Aug. 2018.

- 2.5M : Total production support cost of 36 months and Torso kit updates (mentioned last October meeting)

* Regarding production support cost for 36 months (2.34M), NBC IPT basically agree with this cost, and told us Gentex need to propose some conditions of the next new proposal for refund to DAPA at the following cases.

- a. When DAPA's program period is duplicated with USAF program, the duplicated PSC should be refunded to DAPA.

- b. When DAPA's program period is duplicated with foreign country period, the duplicated PSC should be shared and shall refund to DAPA as well.

3. NBC IPT is expecting to prepare new RFP : Delivery schedule and 10 years/10% P-bond would be revised.

- a. New RFP is expecting in the 1st quarter of 2020.

- b. This PP-II program is also open competition.

Please let us know about Gentex opinion of the condition of No. 2, "Refund cases".

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 16일 (토) 오전 5:02, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Dear Kim – I have inserted responses highlighted to your questions. In addition it is important to understand the complexity of the materials, process and fabrication of this product. Reference the narrative that Don provided that touches on the point. The main point being the production of this system is not “like a light switch” where turn it on and off and TACAIR’s come out the back of the factory when the switch is on. There is a major coordination with very unique and skilled manpower. When the Government order is in place and we are producing at a steady state or level number of units each month we can add incremental capacity to fill international demand. The incremental capacity or manpower can be managed and in theory we can scale to nearly 100 units/month. The key is that level of capacity assumes the US Government delivery order is in place and we are producing at a steady state at some level below 100 units/month. Without having the US Government order in place at the time of additional demand for the product it is an entirely different situation. Specifically, the unique and skilled resources to fabricate with the unique and complex processes have to be arranged and brought back into the production line, several key suppliers have the same issue and ultimately materials have to be purchased. There is no inventory of these materials maintained given the unique nature (solely for this product) and the expense of them.. Without a US Government order in place any capacity to fill other orders we will target about 30-40 units/month. Any level higher without reassurance of long term stability of orders to keep the line running incurs too much risk. I wanted to frame this a bit as it may help understand the responses.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Thursday, November 14, 2019 4:51 PM
To: Don Tourtellott <dtourtellott@gentexcorp.com>
Cc: Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>; Joseph Gorski <jgorski@tradewaysusa.com>; Robert McCay <RMcCay@gentexcorp.com>; Scott P. Witherow

<switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>

Subject: [External]Re: Response to DAPA Letter of November 12, 2019

Dear Don,

Thank you for the response.

I have questions to let DAPA understand the necessity of Production Support Cost with your response.

- We believe that DAPA understand Gentex' production capacity is about 100 TACAIR Res./month through DAPA's PP-II preparation and meetings with Gentex so far. *(Robert McCay) see point on Doc 1 above.*
- And, Production Support Cost is only paid during times of operation, i.e. upon Production Support Narrative .

- * For your response :
 - a. Month 1 subcontract in place
 - b. Months 1 – 5 material on order
 - c. Months 6 – 35 subcontract production
 - d. Month 36 Gentex complete assemblies and delivers to ROKAF

Q1. Regarding "meaning of times of operation" to calculate total Production Support Cost, including "from Months 1 ~ 5" into "times of operation" is right. *(Robert McCay) Production support costs must be applied to full period of performance. Immediately after the contract award there is an extensive effort to begin coordinating the manpower intensive to reallocating skilled resources from other projects, training of ordering personnel and training of new personnel to the process, coordination with suppliers, supplier ramp up studies to ens, tool and process validation to ensure everything is ready to go to produce quality product rapidly, etc.*

Q2. From the mathematical point of view and Gentex's monthly production capacity, Months 6-35 (970ea/30 months production) means 30~35ea production/month and get \$1.95M (\$65,000/month x 30 months). Can you clarify Gentex' production plan between maximum monthly capacity and 30 months production? *(Robert McCay) See point outlined above.*

Q3. Or, "times of operation" means total contract period (APO + 36 months)? *(Robert McCay) Total contract period of performance (APO + 36 months).*

Best Regards,

Kim

2019년 11월 15일 (금) 오전 7:24, Don Tourtellott <dtourtellott@gentexcorp.com>님이 작성:

Hello Kim,

Please submit the attached 2 documents to DAPA in response to their questions of November 12, 2019.

We previously provided the 1st attachment, Production Support Narrative, in MS Word so that you could use for translation. If you need a copy of the Word version, please let me know. The .pdf version has copies of the USG contracts referenced in the narrative.

If you have any questions, please let us know.

Thank you!

Don Tourtellott

Program Manager

Gentex Corporation

9859 7th Street

Rancho Cucamonga, CA 91730

(909) 257-3592 Office

(951) 316-1190 Mobile

From: Robert McCay <RMcCay@gentexcorp.com>
Sent: Tuesday, November 12, 2019 10:02 PM
To: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Cc: Joe Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jsoo@youngjinhitek.kr>; Don Tourtellott <dtourtellott@gentexcorp.com>
Subject: RE: [External]Re: Current status of PP-II program

Thank you Kim.

We will work to provide a response by the requested November 15th date.

In support of this request and with the prior submission of the supporting explanation and detail regarding production support in the attached production support narrative (.pdf and MS Word files) that were previously provided, can we request you review the attached .pdf file previously provided and please let us know what, if any, additional information or explanation would be helpful.

We understand that there are additional questions in the DAPA letter and we will work to address those, however if there is any additional information or explanation regarding the production support that would help explain the point and you feel we should add to the attached please let us know.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Tuesday, November 12, 2019 8:14 PM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Joe Gorski <jgorski@tradewaysusa.com>; Scott P. Witherow <switherow@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jsoo@youngjinhitek.kr>
Subject: [External]Re: Current status of PP-II program

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Correction (Letter, 3. e) : 20.6M to 20.06M.

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaeul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2019년 11월 13일 (수) 오전 11:38, Hyungsoo Kim <hs.kim@youngjinhitek.kr>님이 작성:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

Current status of PP-II program : DAPA contract team finally informed NBC IPT last Friday that Price negotiation of PP-II program was broken off, refer to attached Ref. 2-d.

DAPA NBC IPT requested Gentex to send the reply on DAPA's letter by November 15th 2019.

DAPA management and IPT team still do not understand "Production Support Cost".

Additionally, we would like Gentex to explain comprehensively about the concept of " Production Support Cost " in order for the management to understand.

- Why " Production Support Cost " is necessary ?
- Why does Gentex need \$65,000/month?
- For what period does Gentex need this " Production Support Cost "?
- Any other duplicated production schedule between Korea and US, other foreign countries to reduce this cost?
- Etc.

What we are expecting, **DAPA NBC IPT's** plan after your reply on DAPA's letter :

1. Continue re-negotiation
2. Re-issue RFP
3. Cancel PP-II program

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaеul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

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EXHIBIT 17

From: Scott P. Witherow [mailto:switherow@gentexcorp.com]
Sent: Friday, February 21, 2020 8:26 AM
To: Jinseop So
Cc: Don Tourtellott; Byungmin So; Joe Gorski; Robert McCay; Mike Stump; Hyungsoo Kim
Subject: RE: [External]Re: [External]DAPA meeting preparation

So,

Attached is the updated Draft Contract. All open clauses are in track changes.

Thank you,
Scott Witherow

From: Jinseop So <jsso@youngjinhitek.kr>
Sent: Wednesday, February 19, 2020 2:15 AM
To: Scott P. Witherow <switherow@gentexcorp.com>
Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>; Robert McCay <RMcCay@gentexcorp.com>; Mike Stump <MStump@gentexcorp.com>; Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Subject: [External]Re: [External]DAPA meeting preparation

Dear Scott,

DAPA contract PM asked to send latest version of Special T&C that was on hold last year with indication of unsettled clauses.

I will forward it to contract PM to restart discussion next week.

Thank you.

JS So
Director of Business Development
Youngjin Hitek (YJHT)
+821022298609

On Wed, Feb 19, 2020 at 3:55 PM Hyungsoo Kim <hs.kim@youngjinhitek.kr> wrote:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Don,

For the revision of File 2 (Schedule list) and File 3 (SOW), when you revise these files, please write the revised contents in Red color for me to translate into Korean version as well.

I appreciate your support.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaеul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2020년 2월 19일 (수) 오전 12:20, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Thank you So.

We will work to get you the requested updates by the end of the week.

Don will connect with you directly if there are any questions from our side.

Robert McCay

Vice President, Aircrew Systems

Gentex Corporation

9859 7th Street

Rancho Cucamonga, CA 91730

USA

O: +1 909-257-3600

M: +1 909.553.2387

www.gentexcorp.com



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www.gentexcorp.com

From: Jinseop So <jsso@youngjinhitek.kr>

Sent: Monday, February 17, 2020 11:41 PM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Scott P. Witherow <switherow@gentexcorp.com>; Hyungsoo Kim <hs.kim@youngjinhitek.kr>; Byungmin So <bm.so@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>

Subject: [External]DAPA meeting preparation

Dear Robert,

DAPA asked us to prepare contract related document as below. Please send them by this week. We will discuss them with customer during the meeting next week.

DAPA IPT suggestion

- Delivery Schedule
 - 2020 - 27 ea
 - 2021 - 542 ea
 - 2022 - 401 ea
 - Total 970 ea
- Advanced Payment - \$10M in 2020

Gentex preparation for meeting

- Revise all the schedule list and SOW upon the contract value \$20.807M and delivery by Dec 31 2022
- Detailed list (see attachment)
 - File2: Schedule Eng-Kor > Need to revise
 - File3: SOW > Need to revise
 - File4: Contract Price (\$20.807M) > OK
 - File5: CSP > OK
 - File6: Repayment Guarantee > Need to revise
 - File7: Payment Schedule > Need to revise upon \$20.807M

Thank you.

JS So

Director of Business Development

Youngjin Hitek (YJHT)

+821022298609

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No.	Milestone Event	Item Description	Part Number or Stock Number	Quantity	Unit of Measure	Place of Delivery	Required Documentation	Delivery Date	Value
13	Delivery	Socks	1010230-36 & 1010306-09	542	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 20 Months	\$11,259.00
14	Delivery	Transit Layer	1010419	542	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 20 Months	\$132,887.00
15	Delivery	C2A1 Filters	GW1992-01	542	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 20 Months	\$62,706.00
16	Delivery	JHMCS Visor		330	EA	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB	T0 + 20 Months	\$691,680.00

No.	Milestone Event	Item Description	Part Number or Stock Number	Quantity	Unit of Measure	Place of Delivery	Required Documentation	Delivery Date	Value
17	Delivery	Hood Assembly	G018-7014-01/-30	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$2,108,755.00
18	Delivery	Torso Assembly	G018-7800-01	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$1,140,251.00
19	Delivery	Coverall	1010224-29 & 1010283-303	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$609,893.00

No.	Milestone Event	Item Description	Part Number or Stock Number	Quantity	Unit of Measure	Place of Delivery	Required Documentation	Delivery Date	Value
20	Delivery	Gloves	1010310-11 & 1010241-43	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$74,508.00
21	Delivery	Socks	1010230-36 & 1010306-09	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$8,330.00
22	Delivery	Transit Layer	1010419	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$98,317.00

No.	Milestone Event	Item Description	Part Number or Stock Number	Quantity	Unit of Measure	Place of Delivery	Required Documentation	Delivery Date	Value
23	Delivery	C2A1 Filters	GW1992-01	401	Set	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB 5. SAT Certificate 6. Receipt Certificate	T0 + 29 Months	\$46,393.00
24	Delivery	JHMCS Visor		110	EA	DAP ROKAF	1. Invoice 2. Pack List 3. CoC 4. Bill of Lading/AWB	T0 + 29 Months	\$230,560.00

Total

\$20,807,163.00

The term T0 in the above Schedule 4.1 shall be defined as the date in which the Advance Payment is received. The delivery date shall be the last calendar day of the delivery month.

4.2 계약상대자는 납지부대 검수관이 원하는 장소에 장비 설치 완료 후 검수 확인을 받아야 하며, 이 때 발생하는 비용은 계약상대자의 부담으로 한다.

The inspection shall be conducted after the Contractor completes installation in the place designated by the inspector of the End User, and any cost incurred shall be borne by the Contractor.

4.3 교육훈련이 성공적으로 완료되면 최종사용자는 본 계약서에 첨부된 별지 10의

“교육지원완료증명서”를 발행하여야 한다. 최종사용자가 교육지원완료 증명서를 발행할 때 본 계약의 교육지원이 완료된다.

After successful completion of the Training, the End User shall issue "A Certificate of Completion of Training" as shown in annex 10 attached hereto. When the End User issues the aforementioned Certificate, the Training under this Contract shall be deemed complete.

4.4 계약상대자는 Incoterms 2010 FCA 조건으로 물품을 인도하여야 한다.

The Contractor shall deliver the Commodity FCA Shipping Point in compliance with Incoterms 2010. Delivery, Title and Risk of Loss shall transfer to the DAPA at the Incoterm defined delivery point. DAPA shall provide Gentex with proof of insurance prior to the time of shipment. Notwithstanding any other clause herein, DAPA shall indemnify and hold harmless Contractor for any shipping loss or damage.

4.5 기타 본 계약과 관련한 세부조건은 본 계약서에 첨부된 작업명세서(SOW)와 계약상대자의 제안서를 충족하여야 한다.

Other detail conditions in connection with this Contract shall satisfy the SOW and the Contractor's Proposal attached to this Contract.

4.6 Notwithstanding anyother clause herein, early and partial delivery is allowed. Partial payment shall be made against partial shipments. Payment shall be made after the actual delivery of Goods, regardless of the scheduled delivery date.

Schedule 5 계약이행보증금 Performance Bond

5.1 계약이행보증금은 총계약금액의 10% 이상으로 설정되어야 하며, 최종 물품 인도 후 보증기간 (120 개월)까지 유효하게 설정되어야 한다.

The Performance Bond shall be issued at an amount equivalent to or higher than ten (10) percent of the total contract price and the bond shall be valid until the end of ~~warranty period~~production deliveries plus one (1) year thereafter (120 12 months) which starts after the final delivery of the supplies. Notwithstanding anyother condition herein, if the Performance Bond is confiscated, in whole or in part, it shall not be extended or renewed.

5.2 계약이행보증금과 선금환급보증금은 대한민국 서울에 위치한 우리은행을 통해서 통지된다.

The Performance Bond and Repayment Guarantee shall be advised through WOORI BANK, Seoul, Korea.

- Bank Name : WOORI BANK, SEOUL, KOREA(BRANCH : KOLON TOWER BANKING CENTER
- Address (Head Office) : 203,Hoyhyon-Dong 1Ga, Chung-Gu, Seoul, Korea.
- SWIFT NO. : HVBKKRSEXXX
- BRANCH Address : Gyeonggi Gwacheon Kolonro 11(Byeoryang-dong Kolon blvd.) Republic of Korea.
- TEL / FAX : 82-2-503-8731 / 82-505-001-3477

Schedule 7 대금지불 일정 및 절차(Payment Schedule and Conditions)

7.1 대금지불일정은 스케줄 4.1 을 따른다.

The payment schedule shall be in accordance with the terms stipulated in Schedule 4.1.

7.2 대금은 계약상대자의 계좌로 직접송금 방식에 의해 지불될 것이다. 계약상대자의 은행정보는 아래와 같다.

The Advance Payment in the amount of Ten Million United States Dollars (\$10,000,000 USD) under this Contract shall be made by Telegraphic transfer (T/T) to the Contractor's Account.

The information of the Contractor's bank is as follows:

- a. Payment Bank :** PNC Bank
- b. Beneficiary :** Gentex Corporation
- c. Account Number :** 90-0041-4183
- d. Swift Code :** PNCCUS33
- c. ABA / ABAN No.** 031000053

All other payments shall be made in United States Dollars (USD) by a fully funded irrevocable documentary letter of credit in favor of Contractor in the amount of Ten Million Eight Hundred Seven Thousand One Hundred Sixty-Three Dollars United States Dollars (\$10,807,163.00 USD).

The letter of credit shall be substantially in the format set forth in Annex XX. The letter of credit shall be issued by a bank acceptable to the Contractor and confirmed by a United States branch of a bank acceptable to the Contractor. The letter of credit shall be freely negotiable and payable in the United States. All costs associated with establishing the documentary letter of credit shall be borne by DAPA.

7.3 물품수령확인증에 하자 또는 이종품의 경우, 수량이 부족할 경우 방위사업청은 대금지불을 보류할 수 있다.

In the event that the Certificate of Receipt (COR) indicates any defectiveness and/or incorrect items or shortage in quantity, the DAPA shall be entitled to withhold payment from the Contractor, until the defectiveness and/or incorrect item or shortage in quantity is resolved.

7.4 물품의 인도에 대한 대금은 다음의 서류들을 방위사업청에게 제출하여야 지불될 수 있다.

Payment for the deliveries shall be payment when the following documents have been presented to DAPAthe advising bank listed in the DLOC.

7.4.1 물자대금 Delivery payment

7.4.1.1 상업송장 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of Commercial Invoice

7.4.1.2 포장명세서 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of Packing Lists

7.4.1.3 해상 또는 항공 운송장 원본 1 부 및 사본 1 부

One (1) original and One (1) copy of the Seaway/Airway bill

7.4.1.4 최종사용자에 의해 서명된 물품수령확인서 원본 1 부 및 사본 1 부 (부칙 6 참조)

One (1) original and One (1) copy of Certificate of Receipt (COR) signed by End User

(Refer to Annex 6) In the event that appointed inspector does not sign the Certificate of Receipt (COR) within thirty (7) days following receipt of goods than Contractor shall be permitted to sign the certificate and submit it to the DLOC advising bank.

7.4.1.5 임명된 검사관에 의해 서명된 현지수락검사확인서 원본 1 부 및 사본 1 부 (부칙 7 참조)

One (1) original and One (1) copy of Certificate of Site Acceptance Test Completion signed by an appointed inspector (Refer to Annex 7). In the event that appointed inspector does not sign the Certificate of Site Acceptance Test Completion within thirty (30) days following receipt of goods than Contractor shall be permitted to sign the certificate and submit it to the DLOC advising bank.

7.4.1.6 제작자에 의해 서명된 공장수락검사 증명서 원본 1 부 및 사본 1 부(부칙 8 참조)

One (1) original and One (1) copy of the Certificate of Factory Acceptance Test signed by the manufacturer (Refer to Annex 8)

7.4.1.7 교육지원완료 증명서 원본 1 부 및 사본 1 부 (부칙 10)

One (1) original and One (1) copy of the Certificate of Completion of the Training Assistance (Refer to Annex 9)

7.4.1.8 국세 및 지방세 납입증명서 원본 각 1 부 (계약업체가 국내 공급업체일 경우)

One (1) original of the tax payment Certificate and the local tax payment Certificate (Only for domestic company)

7.4.1.9 수입신고필증 및 계산서 각 1 부 (계약업체가 국내 공급업체일 경우)

One (1) copy of the import Certificate of Completion of report and E-Bill (Only for domestic company)

7.4.1.10 국민연금보험료 납부 증명서 1 부 (계약업체가 국내 공급업체일 경우)

One (1) copy of the national pension payment Certificate (Only for domestic company)

7.5 대금은 스케줄 7.4 의 서류를 접수한 후 21 일 이내에 계약상대자의 은행구좌로 송금방식에 의해 지불된다. 단 12 월 23 일부터 다음해 1 월 30 일 사이에 청구되는 대금(DAPA 접수일자 기준)은 대한민국 정부의 예산결산 및 배정 관계로 다음해 2 월 1 일 이후 지불될 것이다.

~~Payment under this contract shall be made by T/T to the Contractor's bank account within twenty-one (21) days after the DAPA has received the documents stipulated in Schedule 7. 4. However, the payment requested (based on date received by DAPA) from December 23 to January 30 in the following year will be made after February 1 due to settlement of accounts and budget allocation of the ROK government. Reserved~~

Schedule 8 물품사양서 Commodity Specification

8.1 물품의 계약 성능 및 규격은 제 2 장에서 세부적으로 기술한다.

The Contractual performance and specifications of the Commodity are further specified in attached Statement of Work (SOW).

Schedule 10 Manufacturer's Drawings and Instructions

Article 10 of the General Terms and Conditions does not apply to this contract.

Schedule 11 설치 및/또는 통합과 교육훈련용역

(11. Installation and/or Integration and Training Services)

11.1 계약상대자는 교관화 교육 및 사용자 교육을 실시해야 한다. 세부 교육 관련 내용은 2 장 “작업명세서”에 명시된다. 교육훈련이 성공적으로 완료되면 최종사용자는 본 계약서에 첨부된 별지 10의 “교육지원 완료 증명서”를 발행하여야 한다.

Contractor must provide education training for instructors and user. Details for education training are enumerated in Section 2 “SOW”. After the successful completion of Training, the End User shall issue “A Certificate of Completion of Training Assistance” as shown in Annex 10 attached hereto.

11.2 교육에 소요되는 일체 비용은 계약상대자가 부담한다. 교육관련사항(교육일정, 교육내용, 교육인원 및 기타사항)은 개별적으로 제공되어야 한다.

All spending payments used for education shall be paid by the Contractor. Training information (schedule, description, students and others) should be provided separately.

11.4 기타 교육훈련은 2장 “작업명세서”에 명시된다.

Other details for installation and training services are enumerated in Section 2 “Statement of Work”.

Schedule 13 검사 및 수락(Inspection and Acceptance)

13.1 수락검사는 최종사용자가 지정하는 시간, 장소, 방법에 따라 실시하며, 계약상대자는 수락검사에 필요한 관련 서류 등을 수락검사 1개월 전까지 제출해야 한다.

SAT shall be conducted at the time, location and methods specified by End User. Contractor shall submit relevant document for SAT by one month before SAT.

13.2 기타 검사 및 수락은 2 장 “작업명세서”에 명시된다.

Other details for inspection and acceptance are enumerated in Section 2 “SOW.”

Schedule 14 물품의 포장(Packing of the Commodity)

14.1 포장에 관한 사항은 2 장 작업명세서와 계약상대자의 제안서를 충족하여야 한다.

Other packing conditions shall satisfy “Statement of Work” in Section2. and “Contractor’s proposal”.

Schedule17 분할납품 Partial Performance or Partial Shipment

17.1 분할납품은 스케줄 4.1 을 따른다.

Partial Performance shall be in compliance with Schedule 4.1

Schedule 21 Force Majeure

The Contractor shall not be responsible for any delay of Delivery of Commodity because of a Force Majeure event incurred by any of Contractor's supplier.

Schedule 22 품질보증 Warranty

22.1

Article 22 of the General Terms is hereby deleted and replaced with the following. The Gentex TACAIR Respirator (Items 1 – 2 per Schedule 2) shall have a shelf life of ten (10) years from the date of delivery, provided that the product is stored in a suitable storage facility, unopened and in the supplied container and sealed bag. Once the product is opened, Gentex warrants that the commodity shall be free from defects in material or workmanship under normal use and service for a period of one (1) year. Notwithstanding any other provision herein, the warranty period shall be fixed for the period specified above. It shall not be extended, renewed, or otherwise modified, except by mutual agreement of the parties.

Supplier offers no additional warranty on sub-tier supply-chain products. Supplier shall ensure that for all other goods (Items 3-28), the warranty provided to Suppliers by its vendors shall inure to DAPA.

22.2

Reserved

22.3

Reserved

22.4 방위사업청은 납품물의 규격과 품질이 계약내용과 상이함을 발견한 때에는 그 사실을 계약상대자에게 통보(부칙 11)하고, 계약상대자는 이에 대해 조치해야 한다.

The DAPA shall notify the Contractor whenever a delivered item is discrepant from the Contract in terms of specifications and/or quality, and the Contractor shall take appropriate measures in response.

22.5 Reserved

22.6

If it is determined that either no fault exists in Gentex, or the damage to be repaired was caused by negligence of the user, its agents, employees or customers, Buyer agrees to pay all charges associated with each such repair.

22.7 Notwithstanding any other term, liquidated damages shall not apply to warranty repairs.

Schedule 24. Proper Contract Price

24.1 The price guarantee stipulated in Article 24(b) shall only apply as compared to other orders for like quantities and terms and conditions, in addition of the other conditions listed.

24.2 Contractor makes no guarantee and/or limitation of price adjustment for DAPA's future requirement.

Schedule 25. Intellectual Property Rights

The obligation of Contractor to litigate and/or indemnify DAPA against any claims, etc by a third party for infringement of an intellectual property right shall be contingent upon the following:

- (1) DAPA shall provide the Contractor with adequate notice of the litigation, and
 - (2) DAPA shall give the Contractor full control over the litigation, including but not limited to, any settlement. This shall not preclude the Contractor from advising DAPA of the status of any such claims.
-

Schedule 26. Charges

Notwithstanding Article 26 in the General Terms and Conditions, DAPA shall be responsible for all administrative and transportation costs associated with the shipment of goods, once delivered to the Incoterm defined delivery point, in accordance with Schedule 4.

Schedule 27. Assignment and Novation

27.1 DAPA's consent under Article 27 of the General Terms and Conditions shall not be unreasonably withheld, conditioned or delayed.

Schedule 39. 기타 Others

39.1 본 계약조건에 명시되지 않은 소요군의 요구사항은 작업명세서에 따른다.

Requests from the End User not stipulated in this Contract shall be in compliance with the Statement of Work.

39.4 계약상대자는 하도급계약 또는 재하도급계약의 금액이 10 억원 이상일 경우, 해당 하도급계약 또는 재하도급계약 체결시 청렴서약서(부칙 9)에 해당 하도급자 및 재하도급자로부터 서명을 받아 방위사업청으로 제출하여야 한다. 단, 원화 이외의 통화로 하도급계약 또는 재하도급계약 체결시, 해당 하도급계약 또는 재하도급계약 체결일의 대한민국 외국환중개 매매기준환율로 환산하여 적용한다.

In the event the value of a contract between the Contractor and its subcontractor or between a subcontractor and its sub-subcontractor exceeds one billion won, the Contractor shall submit a subcontractor or sub-subcontractor's signed Pledge of Integrity form provided in Annex 11 Any contract currency other than the Korean won shall be converted to Won based on the 'Basic Rate' published by Korean Financial Telecommunications & Clearing Institute(KFTC) on the date of contract award of the subcontract or sub-subcontract.

Schedule 40 Indemnification

DAPA shall defend, indemnify, and hold harmless Seller and its affiliates and their respective officers, directors, employees, and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any breach by Buyer of these Terms.

Schedule 41 Limitation of Liability

The Contractor's aggregate cumulative liability under this Contract shall not exceed one hundred and fifty percent (150%) of the total Contract Price (i.e. 150% means the total Contract price plus 50%). This cap shall not apply to Contractor's liabilities in case of any bodily harm and loss of life, and or as a result of gross negligence or willful misconduct of the Contractor.

Schedule 42 Notices

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

To Contractor:

Gentex Corporation

324 Main Street

Simpson, PA 18407

USA

Attention: Scott P. Witherow

Telephone: +1-570-282-8221

Email: switherow@gentexcorp.com

To DAPA:

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Wednesday, February 19, 2020 9:06 PM
To: Hyungsoo Kim
Cc: Jinseop So; Don Tourtellott; Scott P. Witherow; Byungmin So; Joe Gorski; Mike Stump
Subject: RE: [External]Re: [External]DAPA meeting preparation

Thank you Kim. To confirm, the meeting will cover the following:

- 1) PSC explanation
- 2) Contract T&C Discussion and finalization
- 3) Contract Price Discussion and finalization
- 4) Offset Volume finalization

Please reconfirm that 1-4 above will be covered at meetings next week as we previously discussed and agreed.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Wednesday, February 19, 2020 4:58 PM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Jinseop So <jssso@youngjinhitek.kr>; Don Tourtellott <dtourtellott@gentexcorp.com>; Scott P. Witherow <switherow@gentexcorp.com>; Byungmin So <bm.so@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>; Mike Stump <MStump@gentexcorp.com>
Subject: [External]Re: [External]DAPA meeting preparation

Please update my new email address hs.kim@youngjinhitek.kr

Old email will still be available for a period of time.

Dear Robert,

Please find attached DAPA letter for the meeting agenda and schedule.

1. PSC explanation on Wednesday

- Attached file 1~3 were forwarded to DAPA IPT to explain the necessity of PSC.
- For Gentex' explanation, please prepare and brief the PSC related things, and Q&A , etc.

2. Customers (AF people) will be interested in delivery schedule and etc.

3. T&C : Remained issues will be discussed after Scott send us the latest negotiation draft (at the last meeting) contract.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2020년 2월 19일 (수) 오전 12:20, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Thank you So.

We will work to get you the requested updates by the end of the week.

Don will connect with you directly if there are any questions from our side.

Robert McCay

Vice President, Aircrew Systems

Gentex Corporation

9859 7th Street

Rancho Cucamonga, CA 91730

USA

O: +1 909-257-3600

M: +1 909.553.2387

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www.gentexcorp.com

From: Jinseop So <jssso@youngjinhitek.kr>

Sent: Monday, February 17, 2020 11:41 PM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Don Tourtellott <dtourtellott@gentexcorp.com>; Scott P. Witherow <switherow@gentexcorp.com>; Hyungsoo Kim <hs.kim@youngjinhitek.kr>; Byungmin So <bm.so@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>

Subject: [External]DAPA meeting preparation

Dear Robert,

DAPA asked us to prepare contract related document as below. Please send them by this week. We will discuss them with customer during the meeting next week.

DAPA IPT suggestion

- Delivery Schedule
 - 2020 - 27 ea
 - 2021 - 542 ea
 - 2022 - 401 ea
 - Total 970 ea
- Advanced Payment - \$10M in 2020

Gentex preparation for meeting

- Revise all the schedule list and SOW upon the contract value \$20.807M and delivery by Dec 31 2022
- Detailed list (see attachment)
 - File2: Schedule Eng-Kor > Need to revise
 - File3: SOW > Need to revise
 - File4: Contract Price (\$20.807M) > OK
 - File5: CSP > OK
 - File6: Repayment Guarantee > Need to revise
 - File7: Payment Schedule > Need to revise upon \$20.807M

Thank you.

JS So

Director of Business Development

Youngjin Hitek (YJHT)

+821022298609

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From: Hyungsoo Kim [mailto:hs.kim@youngjinhitek.kr]
Sent: Thursday, March 19, 2020 8:41 PM
To: Robert McCay
Cc: Mike Stump; Don Tourtellott; Scott P. Witherow; Joe Gorski; Byungmin So; Jinseop So
Subject: Re: [External]Re: Re: 생산관리비용 설명 자료

Dear Robert,

Please see inserted comments below.

Best regards

Kim.

2020년 3월 20일 (금) 오전 8:23, Robert McCay <RMcCay@gentexcorp.com>님이 작성:

Dear Kim – see inserted comments below.

Robert.

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>

Sent: Thursday, March 19, 2020 4:03 AM

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Mike Stump <MStump@gentexcorp.com>; Don Tourtellott <dtourtellott@gentexcorp.com>; Scott P. Witherow <switherow@gentexcorp.com>; Joe Gorski <jgorski@tradewaysusa.com>; Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>

Subject: [External]Re: Re: 생산관리비용 설명 자료

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

Ms. Kim of Contract team asked us about 2 issues for contract T&C including and contract price bidding in early (or the middle of) April.

1. Refund of PSC in case of overlapped production duration with US Government and 3rd parties.
 - a. Condition of PSC refund.
 - b. Method to inform DAPA.
 - c. Calculation of refund amount.
 - d. Time of refund payment.
 - e. Penalty for payment delay

DAPA contract team wants Gentex to send draft terms and condition of PSC refund to be added to main contract T&C.

Please refer to below paragraph :

" If, during the period of production of this Contract, Gentex receives additional 3rd Party (USG or foreign country) orders of the same goods as delivered hereunder, and to the extent that the period of production of both this Contract and any such 3rd Party order runs concurrently, Gentex will refund to DAPA a prorated sum of the production support paid by DAPA, for the period of time the product support was contributed to by the 3rd Party order."

[Robert McCay] Kim, understand the request to send draft terms and condition of PSC refund to be added to main contract T&C. To be clear do you want Scott to a) include the language from before exactly as is in the draft contract T&C or b) do you us to be more specific addressing 1a-1e above? We assume b) and wanted to confirm exactly what you request.

[Kim] **Yes, b) is OK, when you send each addressing of a~e, DAPA contract team will add these conditions to main T&C upon your letter.**

2. Can Gentex personnel (you) visit Korea for price bidding process in early or middle of April?*[Robert McCay]* This will likely be difficult anytime soon given the attached Global Advisory from the US State Department advises U.S. citizens to avoid all international travel due to the global impact of COVID-19. We would not be able to travel until this guidance is lifted and at this point the timing of that is unknown.

[Kim] **I believe DAPA will understand, please address this situation in the letter.**

If not, is there any solution such as YJHT represents instead (with power of attorney)?*[Robert McCay]* We believe this may be an acceptable and best approach to support moving the effort forward in the near-term. We will look closer at this and I recall in our proposal we provided the PoA.

[Kim] **OK.**

Please send the response to the above questions with Gentex letter head.*[Robert McCay]* Let us know on #1 above and then we will prepare the requested letter.

[Kim] **OK.**

Attention : Ms. Ji-Yeon Kim

Contract team of Firepower Program Department, DAPA

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaeul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2020년 3월 19일 (목) 오후 5:51, "김오연" <koy4004@korea.kr>님이 작성:

○ 젠텍스(사)에 문의하여

1. 생산관리비용 환수관하여 계약조건에 포함해야 할

내용을 보내주십시오.(김지연주무관계)

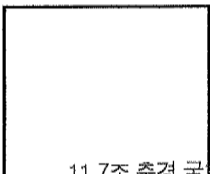
- 환수하는 시기를 알려주는 방법, 환수금액, 시기, 환수시기를 지키지 못할 경우 등

2. 가격협상이 젠텍스(사) 들어올수 있는지?

불가할시 영진하이텍에 위임을 주는 방법 등



•  마을의 거리두기 계획책 거리두기,

•  11.7주 추경 국채발행과 19극복 마중

•  3월 거강식탄 면역력 높이는

•  는데...'보출금'에 대한 두통인 줄 알았



• "약사님 고맙습니다. #합네라 대한민국

■

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EXHIBIT 18

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Wednesday, August 19, 2020 10:56 AM
To: Joseph Gorski
Cc: Scott P. Witherow; Jinseop So; Hyungsoo Kim
Subject: RE: [External]Final discount

Thanks Joe.

We have your input, thank you.

We have not finalized the approach for the planned discussion with DAPA and are working to do so today and tomorrow.

Robert.

From: Joseph Gorski <jgorski@tradewaysusa.com>
Sent: Wednesday, August 19, 2020 7:41 AM
To: Robert McCay <RMcCay@gentexcorp.com>
Cc: Scott P. Witherow <switherow@gentexcorp.com>
Subject: [External]Final discount

Hi Robert,

Are you offering \$100,000 final discount to DAPA
to close the deal?

Please advise.

Thanks
Joe Gorski

Sent from my iPhone

Begin forwarded message:

From: Joseph Gorski <jgorski@tradewaysusa.com>
Date: August 17, 2020 at 9:54:48 AM EDT
To: RMcCay@gentexcorp.com
Cc: switherow@gentexcorp.com
Subject: Final discount

Dear Robert,

It appears a last minute final discount is needed to close the deal. Please deduct \$100,000.00 from our share (\$33,000 Young Jin Hi-Tek - \$67,000.00 Tradeways) to offer as a discount.

Regards
Joe Gorski
President
Tradeways, Ltd.

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Date: August 14, 2020 at 3:25:47 PM EDT
To: Joseph Gorski <jgorski@tradewaysusa.com>
Subject: Re: [External]"Pilot protective Clothing Set" Contract

\$33,000/each

2020년 8월 14일 (금) 오후 10:39, Joseph Gorski <jgorski@tradewaysusa.com>님이 작성:

Do you agree Tradeways contribute \$50,000 and Young Jin Hi-Tek contribute \$50,000?

Best Regards
Joe

Sent from my iPhone

On Aug 14, 2020, at 1:56 AM, Hyungsoo Kim <hs.kim@youngjinhitek.kr> wrote:

Please update my new email address hs.kim@youngjinhitek.kr

Old email will still be available for a period of time.

Dear Mr. Gorski,

Please see below email.

We understand Gentex position, really difficult to reduce the price.

If Robert still insist not to reduce the price of \$20.75M, as JS So below email, I like you to talk with Robert about the share of

\$100,000 together. Because we want to show "Gentex good faith to reduce the price" to DAPA, this is a kind of Korean culture. We believe that the coming telephone conference between DAPA and Gentex would be the last price negotiation to go to DAPA Committee.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

----- Forwarded message -----

보낸사람: **Jinseop So** <jsso@youngjinhitek.kr>

Date: 2020년 8월 13일 (목) 오후 4:06

Subject: Re: FW: [External]"Pilot protective Clothing Set" Contract

To: Robert McCay <RMcCay@gentexcorp.com>

Cc: Hyungsoo Kim <hs.kim@youngjinhitek.kr>, Scott P. Witherow
<switherow@gentexcorp.com>, Byungmin So <bm.so@youngjinhitek.kr>

Dear Robert,

We checked with the contract team if we can join. The team leader would like to talk with only Gentex by direct phone call. We are OK with it.

In the call, we expect Mr Kim will ask again to reduce the price from \$20.75M.

We still believe if Gentex could reduce the price at least \$100K, it will definitely help things move forward.

Thank you.

JS So
Director of Business Development
Youngjin Hitek (YJHT)
+821022298609

On Thu, Aug 13, 2020 at 6:06 AM Robert McCay

<RMcCay@gentexcorp.com> wrote:

So & Kim – any concern from your perspective with us confirming as they have requested for video meeting with you both also to be on the line? We assume not and wanted to confirm before we get back to Mr Kim. Any other thoughts or input?

Robert.

From: jiyoun kim@korea.kr <jiyoun_kim@korea.kr>

Sent: Wednesday, August 12, 2020 1:07 AM

To: Robert McCay <RMcCay@gentexcorp.com>

Subject: [External]"Pilot protective Clothing Set" Contract

Dear. Robert McCay

I received a reply email about the price explanation of the Pilot Protective Clothing Set.

DAPA understands the price content of the Pilot Protective Clothing Set proposed by Gentex.

However, DAPA hopes to make more efforts to reduce the difference in contract price between the DAPA and Gentex.

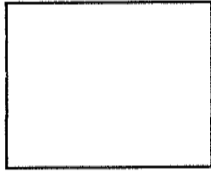
Therefore, DAPA would like to negotiate prices directly (video or phone) with Gentex if possible.

Please let us know when Gentex is available (US time), whichever is August 20th or 21st, and we will arrange for negotiations to proceed.

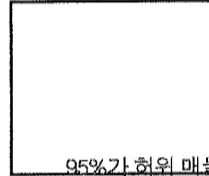
Sincerely,

Jiyoun Kim

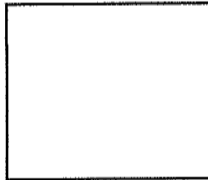
Competent officer, Contract Team of Firepower Program
Department



- 95%가 하위 매출을 차지하고 차 매매



- OECD, 한국만 올해 성장률 전망치 상향, 월등한 1위



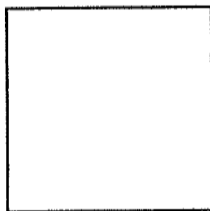
- 만점인 8월의 수출물량 증가 회복에 인기



- 301조 투입 2025년까지 국방비



- '주정차' 주민신고제 시행 호구역 '불법



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EXHIBIT 19



**DEFENSE ACQUISITION PROGRAM ADMINISTRATION
REPUBLIC OF KOREA**

Government Complex-Gwacheon, 47, Gwanmun-ro, Gwacheon-si, Gyeonggi-do, 13809, ROK

INVITATION NO. : _____

CONTRACT NO. : KD 63MA5LO 01

Contract Cover Sheet

The Defense Acquisition Program Administration hereby agrees to buy and the Gentex Corporation hereby agrees to sell "Pilot Protective Clothing Set-II" for R.O.K. Air Force in compliance with the Terms and Conditions of the Contract attached hereto.

Signed at

This 26th day of October, 2020

Gentex Corporation,

9859 7Th ST

Rancho Cucamonga, CA 91730

USA

Signed

: Gwacheon, Korea

at

This 18th day of November, 2020

Defense Acquisition

Program Administration

Republic of Korea

Signature

Name : L.P. Frieder, III

Title : President & CEO

Signature

Name : Kim, Gi Taek

Title : Director General of
Firepower Program
Department

Seller :

Buyer :

목 차

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물품사양서 Commodity Specification

기술명세서 Statement of Work

3 장 Section III.

제작자 증명서 Manufacturer's Certificate

기타 Others

Seller : SPW

Buyer : 

계약조건

한글

Terms & Conditions

ENGLISH

<p>1. 총칙 (계약의 범위)</p> <p>본 계약은 계약상대자와 방위사업청 간에 [계약체결일 삽입] 체결되었다.</p> <p>방위사업청은 대한민국을 대표하여 본 계약서에 따라 계약상대자로부터 물품을 매수한다.</p> <p>계약상대자는 물품을 제조 및 판매를 하는 업체로서, 본 계약서에 따라 물품을 매도한다.</p> <p>이에 따라 계약상대자와 방위사업청은 다음과 같이 합의한다.</p> <p>2. 용어정의 및 해석기준</p> <p>가. 계약상대자란 [국가명 삽입] 법률에 따라 적법하게 설립된 [법인명 삽입]으로서, 대한민국 법률에 따라 적법하게 물품을 매도하기 위해 본 계약을 체결하고, 본 계약상의 권리, 의무를 가질 권리능력이 있는 자를 말한다.</p> <p>나. 방위사업청이란 대한민국 법률에 따라 설립된</p>	<p>1. Scope of the Contract</p> <p>This Contract (hereinafter referred to as the "Contract") is made as of [insert the date of execution] between DAPA and the Contractor.</p> <p>DAPA, as a representative of Republic of Korea, desires to purchase from the Contractor, subject to terms and conditions of the Contract, the Commodity.</p> <p>The Contractor is engaged in the manufacture and sales of the Commodity, and desires to sell to DAPA, subject to the terms and conditions of the Contract, the Commodity.</p> <p>Accordingly, DAPA and the Contractor hereby agree as follows:</p> <p>2. Definitions and Interpretations</p> <p>a. "Contractor" shall mean Gentex Corporation duly incorporated or organized under the laws of the State of Delaware, United States of America, who lawfully executes this Contract to sell the Commodity, and assumes all rights and duties under the Contract in accordance with the laws of the Republic of Korea.</p> <p>b. "Defense Acquisition Program Administration" (hereinafter referred to as "DAPA") shall mean the government agency established under the laws of the Republic of Korea, who executes this Contract to buy the Commodity on behalf of Republic of Korea, and assumes all rights and duties under the Contract in accordance with the laws of the Republic of Korea.</p> <p>c. "End User" shall mean a military unit or department of the Republic of Korea, which will be in charge of operating the subject matter of the Contract.</p> <p>d. "Munitions Sales Agent" (hereinafter referred to as "Commissioned Agent") shall mean a person or entity who works as a commissioned agent defined Article</p>
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Seller: SPWBuyer: 방위사업청

<p>국가기관으로서, 대한민국을 대리하여 물품을 매수하기 위해 본 계약을 체결하고, 본 계약상의 권리, 의무를 가질 권리능력이 있는 자를 말한다.</p> <p>다. 최종사용자란 해당 계약 목적물을 운용하는 대한민국 군의 부대 또는 부서를 말한다.</p> <p>라. 군수품무역대리업체는 방위사업법 제3조 제12호에 규정된 군수품무역대리업을 하는 자로서 부칙 1의 모든 의무를 부담한다.</p> <p>마. 물품이란 본 계약의 목적물로서, 금전을 제외한 부속물, 부품, 기술 자료집, 교육, 용역 및/또는 기타 부가물이 포함되고, 본 계약 붙임 2의 계약물품명세와 붙임 8의 물품 사양서에 부합되어야 한다. 하지만, 본 계약서에서 명시적으로 언급되지 않는 한, 물품에 대한 검사, 검수, 수락검사 또는 기타 인도조건 등은 "물품"의 정의에 포함되지 않는다.</p> <p>바. 용역이란 붙임 2에 명시되어 있는 물품의 설치 및/또는 통합을 포함하는 용역이다. 하지만, 붙임 2에서 명시적으로 언급되지 않는 한, 물품에 대한 검사, 검수, 수락검사 또는 기타 인도조건 등은 "용역"의 정의에 포함되지 않는다.</p>	<p>3(12) of the Defense Acquisition Program Act and who is responsible for all the obligations in Annex 1.</p> <p>e. "Commodity" is the subject matter of transaction under the Contract, other than monies, including accessories, spare parts, technical data, training, Service and/or any other additions as it may be applicable, which correspond with the Commodity Descriptions in Schedule 2 and Commodity Specifications in Schedule 8 attached hereto. Any inspection, acceptance tests procedures or other delivery conditions regarding a Commodity in connection with this Contract, unless explicitly specified herein, shall not be construed to be included in the definition of "Commodity."</p> <p>f. "Service" means those services and/or activities performed by the Contractor, including but not limited to installation and/or integration, which are specified in Schedule 2 attached hereto. Any inspection, acceptance tests procedures or other delivery conditions regarding a Commodity in connection with this Contract, unless explicitly specified in Schedule 2, shall not be construed to be included in the definition of "Service."</p> <p>g. "Delivery of Commodity" shall mean, unless explicitly specified otherwise, delivery of tangible Commodity in accordance with delivery conditions and schedule specified in Schedule 4 attached hereto, as well as completion of performance by the Contractor of other intangible Commodities such as training, Service, etc. in accordance with conditions, schedules, procedures, etc. applicable to such performance as specified in Schedule 4.</p> <p>h. "Carrier (or Freight Forwarder)" means any person or entity, who undertakes to perform or to procure performance of the carriage of the Commodity under a contract with DAPA.</p> <p>i. When a time or period is stipulated "in number of days", it is counted on a continuous basis. A time or period expressed as "from" a given date "to" a given date shall include the two given dates preceded by "from" and "to."</p> <p>j. Unless otherwise agreed in writing between both parties, FCA, FOB, CFR, DAP or other delivery terms stipulated in Schedule 4 attached hereto shall be governed by Incoterms 2010 (Publication No. 715 of the International Chamber of Commerce).</p>
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Seller : SPW

Buyer : 한국은행

사. 물품의 인도란 본 계약서에서 명시적으로 제한하지 않는 한, 불임 4에 명시된 인도조건과 일정에 따른 유형물품의 인도뿐만 아니라, 불임 4에 명시된 이행 일정, 조건, 절차 등에 따른 교육, 용역 등 무형물품의 제공을 포함한다.

아. 운송인이란 방위사업청과의 운송 계약에 따라 물품을 운송하거나 운송을 알선하는 개인 혹은 법인을 말한다.

자. 기간이 "일수"로 규정된 경우 그 기간은 계속적 방법으로 계산한다. "며칠부터 며칠까지"로 표시된 기간은 표시초일과 표시말일을 포함한다.

차. 본 계약의 양 당사자가 별도로 서면합의 하지 않는 한 불임 4에 명시된 FCA, FOB, CFR, DAP 조건 또는 기타 인도 조건은 Incoterms 2010 (국제 상업 회의소, 공표 제715호)에 따라 규율한다.

카. 계약이행보증금 또는 선금환급보증을 위한 보증 신용장을 포함하여 본 계약의 이행을 위하여 개설되는 모든 신용장은, 적용 가능한 범위 내에서 신용장 통일규칙 (2007 개정, 국제 상업회의소, 공표 제600호) 에 의하여 개설, 통지, 운용된다.

k. Any type of documentary credit employed under this Contract, including the standby letter of credit for Performance Bond or Repayment Guarantee, shall be issued, advised and operated subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, Publication No. 600 of the International Chamber of Commerce), insofar as they are applicable.

l. "Manufacturer" shall mean a company that manufactures an item that functions independently or is in charge of manufacturing at the final process by integrating or assembling independently manufactured parts.

m. "Facilitator" shall mean external individuals or organizations (including legal entity and regardless of whether they are referred to such as proxy, counsel, advisor or consultant, etc.) who facilitate the Contractor (including organizations affiliated to and research centers of [Name of the Contractor]) in the process leading up to this contract or in implementing this contract. However, Agents are not included in the scope of Facilitators.

n. "Schedule" shall mean the specific and detailed terms and conditions to be implemented in addition to General Terms and Conditions, and shall take precedence over the General Terms and Conditions.

3. Contract Price

The Contractor shall provide the Commodity to DAPA subject to terms and conditions of the Contract in consideration of Twenty-Two Million Six Hundred Eighty-Six Thousand Eight Hundred Thirty-Two United States Dollars (\$22,686,832 USD) (the "Contract Price"). This Contract is a fixed price contract. Details regarding the Contract Price are specified in Schedule 3 attached hereto.

4. Performance of this Contract

a. The Contractor must:

Seller:

SPW

Buyer:

신호

<p>타. 제작자란 독립적으로 기능을 발휘하는 물품을 제작하는 업체 또는 각기 제작된 구성품을 통합 또는 조립하여 최종적으로 제작 완성하는 업체를 말한다.</p> <p>파. 계약 조력자란 계약상대자(법인명)의 산하기관 및 연구소 포함)의 계약 체결 및 이행 과정에서 본 계약에 조력하는 외부의 자연인 또는 단체(법인을 포함하며, 대리인·자문·고문·컨설팅업자 등 그 명칭을 불문한다)를 말한다. 다만, 군수품무역대리업체는 제외한다.</p> <p>하. 불임이란 일반조건에 추가되는 세부이행조건인 특수조건이고, 이는 일반조건에 우선한다.</p>	<p>(1) Obtain at its own risk and expense any export license and/or the Contractor's government approval necessary for export of the Commodity, and if required, obtain the approval from the governments of other countries related thereto.</p> <p>(2) Effect Delivery of the Commodity at his own risks and expenses in accordance with delivery conditions and schedule specified in Schedule 4 attached hereto, and notify DAPA without delay by mail, email or fax that the Commodity has been delivered.</p> <p>(3) Strictly abide by the Special Terms and Conditions for Integrity Pledge shown in Annex 5 attached hereto:</p> <p>(4) Submit a status on its Facilitators as provided in Annex 9.</p> <p>b. DAPA must make payment(s) to the Contractor in consideration for Delivery of the Commodity in accordance with terms, conditions and payment schedule specified in Article 7 hereof.</p>
<p>3. 계약금액</p> <p>계약상대자는 [계약금액 삽입] (이하 "계약총액" 이라 함)에 대한 대가로서 본 계약의 조건에 따라 방위사업청에게 물품을 제공하여야 한다. 본 계약은 확정계약이다. 계약금액에 대한 자세한 사항은 불임 3에 명시되어 있다.</p> <p>4. 계약의 이행</p> <p>가. 계약상대자는;</p> <p>(1) 자신의 위험과 비용으로, 물품의 수출에 필요한 수출허가 및/또는 계약상대자의 정부 승인을 받아야 하고, 필요한 경우, 이와 관련된 다른 국가의 정부 승인도 받아야 한다.</p>	<p>5. Performance Bond</p> <p>a. The Contractor shall provide DAPA with a performance bond in a definite sum equal to ten percent (10%) of the Contract Price within thirty (30) days from the effective date of this Contract as specified in Article 32 hereof (the "Performance Bond").</p> <p>b. The Performance Bond shall be established in the form of cash deposit, standby letter of credit or surety bond, and shall meet the following requirements.</p> <p>(1) In case of the Performance Bond established in the form of standby letter of credit, it shall be issued in favor of DAPA payable at sight at the counters of a bank designated by DAPA, and the issuing bank shall have high financial grades rated by international credit rating agencies such as Moody's, S&P, or Fitch IBCA. The format of such Performance Bond is shown in Annex 3 hereto.</p> <p>(2) In case of Performance Bond established in the form of surety bond, it shall be payable upon the DAPA's request at the guarantee insurance company, where the Contractor has issued the surety bond.</p> <p>c. The Performance Bond shall not be amended, modified,</p>

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<p>(2) 불임 4에 명시된 바에 따라 방위사업청에게 자신의 위험과 비용으로 물품을 인도하여야 하고, 물품의 인도와 동시에 방위사업청에게 우편, 전자우편 또는 팩스로 물품의 인도사실을 통지하여야 한다.</p> <p>(3) 부칙5에서 정한 청렴서약 특수조건을 엄격히 준수하여야 한다.</p> <p>(4) 부칙 9에서 정한 양식에 따라 계약 조력자 현황을 제출하여야 한다.</p> <p>나. 방위사업청은 계약상대자의 물품 인도에 대한 대가로 제7조에 명시된 조건 및 지불 일정에 따라 계약상대자에게 대금을 지급해야 한다.</p> <p>5. 계약이행보증금</p> <p>가. 계약상대자는 제32조에 규정된 본 계약의 발효일로부터 30일 이내에, 계약 총액의 10%에 해당하는 계약이행보증금을 방위사업청에게 제공하여야 한다.</p> <p>나. 계약이행보증금은 현금 예치, 보증신용장 또는 보증보험증권으로 설정되어야 하고, 설정형태에 따라 아래의 조건을 충족하여야 한다.</p> <p>(1) 보증신용장으로 설정된 계약이행보증금의 경우, 방위사업청을 수익자로 하는 일람출급 보증신용장의 형태로 설정되고, 방위사업청이 지정한 대한민국의 은행에서 방위사업청의 청구에 의하여 일람불 지급이 가능한 것이어야 하며, Moody's, S & P 또는 Fitch IBCA와 같은 국제 신용평가 기관에 의해 우량 재무등급으로</p>	<p>or cancelled without prior written consent by DAPA, and be valid until the expiry of the warranty period as specified in Article 22.</p> <p>d. In case the Contractor commits a contractual breach of this Contract as stipulated in the Article 18 hereof, DAPA shall confiscate the Performance Bond.</p> <p>e. The currency of the Performance Bond shall be expressed in the currency as stipulated in Schedule 3 attached hereto.</p> <p>f. In case any delay in Delivery of Commodity occurs and the latest date of Delivery of Commodity is consequently extended for a given period, the validity of the Performance Bond shall be extended for an equal given period. Upon such an extension, the Contractor shall notify DAPA through the opening bank without delay.</p> <p>6. Repayment Guarantee</p> <p>a. In case any advance payment is to be paid to the Contractor under this Contract, the Contractor shall provide to DAPA a repayment guarantee in the form of surety bond or standby letter of credit issued to DAPA payable at sight in favor of DAPA (the "Repayment Guarantee"). The format of such Repayment Guarantee is shown in Annex 4 hereto.</p> <p>b. The Repayment Guarantee shall be established and advised to DAPA at least fourteen (14) days before the advance payment is made to the Contractor. No advance payment shall be paid to the Contractor in the event that the Contractor fails to establish the Repayment Guarantee as stipulated in this subparagraph.</p> <p>c. The Repayment Guarantee shall not be amended, adjusted or cancelled without prior written consent of DAPA, and shall be valid until the expiration of ninety (90) days from the date of Delivery of Commodity. Upon each Delivery of Commodity in compliance with this Contract, the amount of the Repayment Guarantee shall be reduced in proportion to the contract value of each delivered Commodity in accordance with the</p>
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<p>판정받은 은행에 의하여 발급되어야 한다. 이때, 보증신용장 양식은 부칙3과 같다.</p> <p>(2) 보증보험증권으로 설정된 계약이행보증금은 계약상대자가 개설한 보증증권회사에서 방위사업청의 청구에 의하여 지급이 가능한 것이어야 한다.</p> <p>다. 계약이행보증금은 방위사업청의 사전 서면동의 없이 변경, 수정, 또는 취소될 수 없으며, 제22조에 명시된 품질보증기간 만료 시까지 유효해야 한다.</p> <p>라. 계약상대자가 제18조에 명시된 바와 같이 계약을 불이행하였을 경우, 방위사업청은 계약이행 보증금을 몰수한다.</p> <p>마. 계약이행보증금의 통화는 불입3에서 명시된 통화로 표시 되어야 한다.</p> <p>바. 물품의 인도가 지연되어 최종 인도일이 지연될 경우, 그 지연된 기간만큼 계약이행보증금의 유효기간도 연장되어야 하며, 계약상대자는 즉시, 연장에 관한 사항을 개설은행을 통하여 방위사업청에 통지해야 한다.</p> <p>6. 선금환급보증</p> <p>가. 본 계약에 따라 계약상대자에게 선금이 지급될 경우 계약상대자는 방위사업청을 수익자로 한 보증보험증권 또는 일람출급 보증신용장 형태의 선금환급보증을 제공해야 한다. 동</p>	<p>reduction schedule in Schedule 6 attached hereto. Such reduction shall not be effected before expiration of ninety (90) days from the date of each Delivery of Commodity.</p> <p>d. The currency of the Repayment Guarantee shall be as stipulated in Schedule 3 attached hereto.</p> <p>e. The amount of the Repayment Guarantee shall be greater than or equal to the advance payment plus its interest which will be accrued until the expiry date of the Repayment Guarantee at the rate of LIBOR(12month LIBOR, on the date of Repayment Guarantee issuance) plus two percent (2%). If any delay in the Delivery of the Commodity occurs, the validity of the Repayment Guarantee shall be extended for the given period, and its amount shall be increased by the additional interest to be accrued for the extended period of time. Although the currency for LIBOR should be based on the contract currency by principle, this can be changed to USD if it is difficult to apply the contract currency for reasons such as the rate not being announced for that specific currency.</p> <p>f. The Repayment Guarantee shall be payable at sight at the counters of the Korean bank nominated by DAPA against the DAPA's written statement to the effect that Delivery of the Commodity has not been performed by reason of the Contractor's fault or Force Majeure Event.</p> <p>7. Payment</p> <p>a. The Contract Price will be paid in U.S. Dollars, Korean Won, and/or other country's legal currency specified in Schedule 3 attached hereto.</p> <p>b. The payment method will be [cash payment / documentary letter of credit]</p> <p>(1) In case of cash payment, the Contractor shall send the documents as specified in Schedule 7 attached hereto to DAPA immediately after the delivery of the Commodity. DAPA shall remit the appropriate payment by telegraphic transfer to the Contractor's bank account as stipulated in Schedule 7 attached hereto within twenty-one (21) days after receiving such documents.</p> <p>(2) In case of documentary letter of credit, the Contractor shall present the documents as specified in Schedule 7 attached hereto to the negotiating bank immediately after the delivery of the Commodity, and DAPA shall make the payment in accordance with the relevant</p>
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<p>보증금 보증신용장으로 설정할 경우에는 Moody's, S & P 또는 Fitch IBCA와 같은 국제 신용평가 기관이 우량 재무등급으로 판정한 은행에서 발급된 것이어야 하고, 그 양식은 부칙4와 같다.</p> <p>나. 계약상대자는 선금이 지급되기 최소 14일 전에 선금환급보증을 설정하여 방위사업청에게 통지하여야 한다. 계약상대자가 선금환급보증을 이와 같이 설정하지 않을 경우, 계약상대자에게 선금이 지급되지 않는다.</p> <p>다. 선금환급보증은 방위사업청의 사전 서면동의 없이 변경, 조정, 또는 취소될 수 없고 물품의 인도일로부터 90일이 경과할 때까지 유효하여야 한다. 본 계약조건에 따라 각 물품의 인도가 완료되는 경우, 선금환급보증 금액은 불임 6에 따라 계약금액에 비례하여 감액된다. 단, 감액은 각 물품의 인도일로부터 90일이 경과하기 전에는 이루어질 수 없다.</p> <p>라. 선금환급보증의 통화는 불임3에서 명시된 통화로 표시되어야 한다.</p> <p>마. 선금환급보증의 금액은 선금액에 동 보증의 유효기간 만료일까지 LIBOR(12개월, 보증서 발행일 기준)에 2%를 더한 이자율로 발생하는 약정이자액을 가산한 금액 이상 이어야 한다. 물품의 인도가 지연되는 경우, 그 지연기간 만큼 유효기간도 연장되어야 하고, 그 금액은 동 연장기간 동안 발생하는 추가이자 만큼 증액되어야 한다. LIBOR 기준화폐는 원칙적으로 계약화폐로 하되, 계약화폐가 LIBOR 고시대상 통화가 아닌 경우 등 적용이 어려운 경우에는 USD로 한다.</p>	<p>conditions of the documentary letter of credit after it has received such documents from the issuing bank.</p> <p>c. In case the payment is conditioned on receipt of the Commodity, the End User shall issue the Certificate of Receipt as shown in Annex 6 after inspection, and SAT Certificate shall be issued as shown in Annex 7, if SAT is to be implemented. Payment shall be made after DAPA receives such Certificate of Receipt and SAT Certificate, in compliance with Article 7b. However, DAPA reserves the right to withhold payment if the Certificate of Receipt indicates any defect, discrepancy [inconsistency between Schedule 2 Commodity Description and items actually delivered], quantity shortage, or SAT failure.</p> <p>d. If the Contractor delegates any separable portion of its contractual duties to a Korean person or corporation pursuant to Article 35 hereof which is required to be performed in Korea, applicable payment in consideration for such delegated portion shall be paid in Korean Won to the Korean assignee, as the case may be.</p> <p>e. Any payment under this Contract, including any advance payment, if any, shall not be made unless and until the Performance Bond has been established as stipulated in Article 5 hereof.</p> <p>f. Advance payment will not be provided if the Contractor is imposed with legal restrictions by Defense Acquisition Program Act or Act on the Contract to Which the State is a Party for the duration of such restraint.</p> <p>g. In the event DAPA decides to conduct offset separate from the main contract, a portion (10% of offset obligation value) of payment (advance payment or installment payment) shall be withheld until the offset MOA is signed.</p> <p>8. Specifications of the Commodity</p> <p>a. All the contractual specifications of the Commodity shall be enumerated in Schedule 8 attached hereto. Even if there is no express stipulation in Schedule 8, the Commodity or any part thereof to be delivered shall be new product(s) complying with the purpose of the DAPA's procurement, and be equivalent in all respects to the commodity normally supplied to other</p>
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<p>바. 선금환급보증은 방위사업청이 지정한 대한민국의 은행에서, 계약상대자의 귀책사유 또는 불가항력으로 인해 물품이 인도되지 못했다는 내용을 기재한 방위사업청의 서면 청구에 의해, 일람불로 지급 가능한 것이어야 한다.</p> <p>7. 대금결제</p> <p>가. 방위사업청은 계약금액을 붙임 3에 명시된 미화, 원화 및/또는 그 밖의 국가의 법정통화로 지급한다.</p> <p>나. 대금결제 방식은 [송금/신용장]으로 한다.</p> <p>(1) 송금 방식을 선택한 경우, 계약상대자는 물품의 인도 후, 붙임 7에 명시된 서류를 방위사업청에게 송부하여야 한다. 방위사업청은 그러한 서류를 수령한 후 21일 내에 붙임 7에 명시된 계약상대자의 은행구좌로 계약금액을 전신환으로 송금한다.</p> <p>(2) 신용장 방식을 선택한 경우, 계약상대자는 물품의 인도 후 붙임 7에 명시된 서류를 매입은행에 제출하고, 방위사업청은 그러한 서류를 신용장 개설은행으로부터 수령 후 신용장에 명시된 대금지불 조건에 따라 대금을 지불한다.</p> <p>다. 물품수령 후 대금지불 조건의 경우, 최종사용자는</p>	<p>buyers by the Contractor.</p> <p>b. In case the Contractor furnishes any drawing in connection with the Contract, the drawing(s) shall be in conformity with the contractual specifications. Such drawing(s) approved by DAPA at the time of conclusion of this Contract shall make part of this Contract.</p> <p>c. In case spare parts are supplied by the Contractor, those shall be substantially identical to the original parts specified in Schedule 8. All fittings and/or accessories necessary for completion of the equipment which is a part of the Commodity, as specified in Schedule 8 shall be furnished by the Contractor without any additional cost charged to DAPA.</p> <p>9. Prior Notice of any Changed Part Number</p> <p>a. In case the Contractor intends to deliver any part, of which part number is changed from that indicated Schedule 2 and/or Schedule 8, or which replaces that stipulated in Schedule 2 and/or Schedule 8, the Contractor shall notify DAPA thereof at least forty-five (45) days prior to the delivery date for the DAPA's approval. In this case, such part shall be exactly the same as that specified in this Contract in its performance.</p> <p>b. If the Commodity or any part thereof is improved in its function or capability after this Contract is executed, and if the Contractor intends to deliver the improved Commodity or its part(s), the Contractor shall, at least three (3) months prior to delivery, submit to DAPA the pertinent technical data and the background information on such improvement for the DAPA's approval thereof.</p> <p>10. Manufacturer's Drawings and Instructions</p> <p>In case the Manufacture's drawings and/or instructions are necessary for the installation and/or the operation of the Commodity, the Contractor shall submit to DAPA the drawings and/or instructions prepared in English within the time stipulated in Schedule 10 attached hereto. Other details in connection with Manufacture's drawings and instructions shall also be specified in Schedule 10.</p>
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<p>물품을 검수한 후 부칙6과 같은 물품수령 확인서를 발행하며, 최종수락시험(SAT)을 실시하는 경우 부칙7과 같은 최종수락시험(SAT) 확인서를 발행한다. 이 경우에 대금은 해당 물품수령 확인서와 최종수락시험(SAT) 확인서가 방위사업청에게 접수된 후 본 조 나항에 따라 지불된다. 다만, 물품수령 확인서에 하자품, 이종품[붙임2 계약물품명세서의 물품과 실제 납품한 물품이 다른 경우], 수량부족분이 있는 것으로 명시된 경우 또는 최종수락시험 (SAT) 결과 불합격으로 확인된 경우 방위사업청은 해당 대금의 지급을 보류할 권리를 가진다.</p> <p>라. 계약상대자가 제35조에 따라 계약상대자의 계약상의 의무 중 대한민국 내에서 이행되어야 할 분리 가능한 특정 부분을 대한민국 국민 또는 대한민국 업체에 양도할 경우, 그 양도부분에 대한 계약금액은 경우에 따라 대한민국 양수인에게 원화로 지급된다.</p> <p>마. 선금을 포함하여, 본 계약 하의 어떠한 금액도 계약이행보증금이 제5조에서 약정된 대로 설정되지 않는 한 지급되지 않는다.</p> <p>바. 계약상대자가 「방위사업법」 또는 「국가를 당사자로 하는 계약에 관한 법률」에 따라 입찰참가자격 제한을 받고 그 제한기간 중에 있는 경우에는 선금은 지급되지 않는다.</p> <p>사. 방위사업청이 절충교역을 기본계약과 분리하여 추진하기로 결정한 경우에 절충교역 합의각서 체결 전까지 대금(선·중도금 등) 중 일부 (절충교역 의무가치의 10%)를 지불 보류한다.</p> <p>8. 물품의 사양</p>	<p>11. Installation and/or Integration and Training Services</p> <p>a. If the Contractor is to make an installation and/or integration for the Commodity or provide training services, the Contractor shall make installation and/or integration for Commodity and shall also provide sufficient training for operation and maintenance of the Commodity, in accordance with the DAPA's requirements specified in Schedule 11.</p> <p>b. Such installation and/or integration and such training services shall be made and provided by the Contractor's qualified engineers or technicians without any additional cost or expense charged to DAPA and shall be carried out as per the schedule approved by DAPA.</p> <p>12. Painting and Protective Coating</p> <p>The surface of the Commodity, its assemblies and part(s) thereof shall be painted and/or be applied by protective coating to ensure safe transport and to meet the DAPA's purpose of use. If required, details of such paint and/or protective coating shall be stipulated in Schedule 12.</p> <p>13. Inspection and Acceptance</p> <p>a. The Commodity shall be inspected in accordance with Schedule 13 attached hereto.</p> <p>b. All costs and expenses in connection with the inspection shall be borne by the Contractor.</p> <p>c. The Commodity which has been inspected and accepted in compliance with all the contractual requirements shall be stamped, stenciled or labeled with the inspector's own emblem.</p> <p>d. The Contractor shall submit (1) a document listing Commodities and the quantity thereof being delivered in the given shipment, (which may be replaced by a shipping document containing the same information such as commercial invoice), and (2) an agreed form of certificate of quality inspection testifying to the conformance of such Commodity to its description and specification specified in Schedule 2 and 8 (mutually agreed form such as Certificate of conformity, Manufacturer's inspection certificate, FAT certificate,</p>
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Seller :

SPW

Buyer :

김민준

가. 물품의 사양은 불임 8에 명시되고, 불임 8에 특별히 명시되지 않더라도, 인도되는 물품이나 그 일부는 모든 면에서 방위사업청의 구매목적에 부합하는 신품 이어야 하며, 계약상대자가 통상적으로 타 구매자에게 공급하는 물품과 모든 면에서 동등한 성능의 것이어야 한다.

나. 본 계약과 관련된 도면을 계약상대자가 제출할 경우 모든 도면은 본 계약의 물품사양과 일치하여야 하고, 본 계약의 체결 시 방위사업청이 승인한 도면은 본 계약의 일부를 구성한다.

다. 계약상대자가 의하여 예비부품을 공급하는 경우, 예비부품은 불임 8에 명시된 원 부품과 본질적으로 동일한 것이어야 하고, 불임 8에 명시된 장비, 또는 물품의 완성에 필요한 모든 부속품은 방위사업청에게 어떠한 추가비용을 부과하지 않고 공급되어야 한다.

9. 부품번호 변경의 사전통보

가. 계약상대자가, 불임 2 또는 불임8에 명시된 부품번호와 상이한 부품번호의 부품을 공급하고자 할 경우나 명시된 부품의 대체 부품을 공급하고자 할 경우, 인도예정일 45일 전까지 방위사업청에게 그 변경사항을 통지하여 사전승인을 받아야 하고, 이 경우 부품의 성능에는 전혀 변화가 없어야 한다.

나. 본 계약이 체결된 이후 물품 또는 그 부품에

certificate of inspection, international industrial standards, quality certificate of the supplying country, etc.) Among the aforesaid forms of certificate of quality inspection, Certificate of conformity, Manufacturer's inspection certificate, and FAT certificate shall either be authorized by an accredited organization or bear the signature of the Manufacturer. The Contractor shall assure that all statements, representation and warranties made in the documents above shall be true and correct. In case any statement, representation or warranty made in the documents is found to be untrue or incorrect, the delivery of Commodity with such untrue or incorrect documents shall not constitute Delivery of Commodity, nor shall any of the DAPA's actions or statement made prior to knowledge of such untrue or incorrect documents be deemed "acceptance" of shipment by DAPA. In such case, (1) the concerned Commodity shall be promptly returned to the Contractor at the risk and expenses of the Contractor, and (2) any money paid in consideration of the concerned delivery shall be immediately returned to DAPA. If delay in Delivery of Commodity occurs due to untrue or incorrect documents mentioned above, liquidated damages shall be levied pursuant to Article 20. In addition, if the delay continues, it shall constitute material breach of the Contract under Article 18 of the Contract.

14. Packing of the Commodity

a. The Contractor shall be responsible for separate packings of interior (per Unit Packing) and exterior of the Commodity based on the characteristics of parts to ensure safe delivery to the Carrier and to the End User by the Carrier. For the interior (per Unit Packing) and the exterior, the Contractor shall indicate the name of the Commodity, National Stock Number, date of manufacture, effective date of the Commodity, quantity, etc. in accordance with the 'Standard Guidelines for Barcode Operation Program of the Ministry of National Defense for easy identification of the Commodity by the End User. For the exterior, the Contractor shall ensure that packing is in accordance with export packing standard acceptable by the Carrier, and shall make sure to pack the Commodity with sturdy materials such as woods or corrugated cardboard to prevent deterioration, breakage, theft, loss of the cargo during delivery and to distinguish the Commodity from other cargoes in appearance.

Seller :

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Buyer :

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<p>성능개선이 이루어 저, 계약상대자가 동 개선된 물품이나 부품을 인도하고자 할 경우, 계약상대자는 인도일 3개월 이전에 성능 개선에 대한 기술자료와 개선배경 설명서를 방위사업청에게 제출하여 방위사업청의 서면승인을 득한 후 인도 하여 야 한다.</p> <p>10. 제작자 도면 및 설명서</p> <p>본 계약에 따라 공급되는 물품의 설치 및/또는 운용을 위하여 제작자의 도면 및/또는 설명서가 필요한 경우, 계약상대자는 영문으로 작성된 도면 또는 설명서를 불임 10에 규정된 기일 내에 방위사업청에게 제출하여야 한다. 제작자 도면 및 설명서와 관련한 기타 사항은 불임10에 명시된 바와 같다.</p> <p>11. 설치 및/또는 통합과 교육훈련용역</p> <p>가. 계약상대자가 설치 및/또는 통합과 교육훈련을 제공하는 경우, 계약상대자는 불임 11에 명시된 방위사업청의 요구사항에 따라 물품을 설치 및/또는 통합을 수행하여야 하고, 또한 물품의 운용과 정비유지를 위한 충분한 교육훈련용역을 제공하여야 한다.</p> <p>나. 상기 설치 및/또는 통합과 교육훈련 용역은 계약상대자의 자격 있는 기술자가 추가 소요비용을 방위사업청에게 부담시키지 않고 수행, 제공하여야 하고, 방위사업청이 승인한 일정 계획서대로 진행하여야 한다.</p>	<p>b. The packing shall be done free of any unnecessary weight or freight space. The Contractor shall be liable for any loss or damage arising from insufficient or inadequate packing. Unless where inevitable, packing material shall be of environment-affinity. In the event that wooden materials are used for packing of Commodity, such wooden materials must be disinfected in order to protect the environment.</p> <p>c. In each package or container, one (1) copy of the detailed packing list shall be enclosed. In case the Commodity is packed in special package such as barrel or drum, the detail packing list shall be stenciled on the outside of such a special package.</p> <p>15. Marking of Transit Packs</p> <p>a. Each package or container shall be marked for speedy and easy identification of the consignment.</p> <p>b. Such marking shall cover the following items :</p> <p>(1) Importer : Importer : Defense Acquisition Program Administration (2) Consignee : Defense Transportation CMD or 60th Transportation Group AFLC (3) Contract Number (4) End User (5) Port or Airport of discharge (6) Number of packages or containers, item numbers and quantity of the Commodity packed or contained (7) Commodity description (8) Net weight, Gross weight and Cubic measurement (9) Contractor's marks and/or trade marks (10) Caution marks (11) In the event that wooden materials are used for packing of the Commodity, mark that evidences such wooden material to have been disinfected (12) Other markings required by this Contract</p> <p>16. Notification of Readiness for Delivery</p> <p>At least thirty (30) days prior to the scheduled delivery date, the Contractor shall notify by mail, email or fax to DAPA and the Carrier of the readiness for delivery. Such notification shall include pertinent information such as Contract number, brief description including volume, weight, etc. of the Commodity to be delivered, invoice amount and other necessary data.</p>
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Seller : SPW

Buyer : 

12. 도색 및 보호피막

본 계약에 따라 공급되는 물품, 그 결합체 및 부품 등은, 물품이 안전하게 운송되고 물품의 성능이 방위사업청의 사용목적에 충족시키도록, 그 표면에 도색 및/또는 보호피막 처리가 되어야 한다. 필요한 경우, 도색 및/또는 보호 피막의 세부사항은 불임12에서 약정 한다.

13. 검사 및 수락

가. 본 계약에 의해 공급되는 물품은 불임 13에 따라 검사를 받아야 한다

나. 검사에 필요한 모든 경비는 계약상대자가 부담하여야 한다.

다. 검사결과 수락된 물품은 검사자의 표식이 날인되거나 형판인쇄 또는 라벨이 부착되어야 한다.

라. 계약상대자는 (1) 해당 인도에 포함된 물품의 명칭과 수량을 표시하는 서류 (본 서류는 같은 정보를 명시하는 상업송장으로 대체할 수 있음)와, (2) 해당 인도에 포함된 물품이 불임 2 및 8에 일치함을 보증하는 품질검사인증서류 (품질검사인증서, 제작자검사증명서, 공장수락검사 증명서, 시험검사 확인서, 국제산업규격, 공급국 품질 확인서 등 합의된 양식에 따라 제출)를 방위사업청에게 제출하여야 한다. 품질검사인증 서류 중 품질검사인증서, 제작자검사증명서, 공장수락검사증명서는 반드시 공인된 품질검사 기관의 인증을 받거나 또는 제작자에 의해

17. Partial Performance

Unless it is specifically authorized in Schedule 17, partial performance of this Contract is not allowed.

18. Breach of Contract

a. A party shall be deemed to have committed a material breach when it fails to perform substantial obligations under the Contract.

b. Any of the events enumerated below constitutes the Contractor's material breach of this Contract:

- (1) Failure to effect Delivery of Commodity within the agreed period (includes a failure to replace within the agreed time any products which do not conform to the Commodity Description in Schedule 2 or supplement a shortage in the quantity of Commodities specified in the Commodity Description in Schedule 2.);
- (2) Failure to satisfy all the requirements and/or specifications of the Commodity as specified in Schedule 2 and 8 attached hereto;
- (3) Anticipatory repudiation of this Contract by the Contractor;
- (4) Failure to establish the Performance Bond, the Warranty Bond or the Repayment Guarantee, or amend or extend the validity as required by the Contract;
- (5) Failure to perform the Warranty Obligations stipulated in Article 22 hereof;
- (6) Failure to perform the offset obligations pursuant to Article 35a and b, if applicable;
- (7) Any other significant non-performance of any of the Contractor's major obligations stipulated in this Contract

Seller : 

Buyer : 

서명되어야 한다. 계약상대자는 위에 언급된 서류의 기재내용과 진술보증에 정확하고 사실임을 담보한다. 이후 위에 언급된 서류의 기재내용과 진술보증에 정확하지 않거나 사실이 아니라고 밝혀질 경우, 해당 인도는 "물품의 인도"에 해당한다고 볼 수 없고, 상기 서류가 정확하지 않거나 사실이 아니라고 밝혀지기 전의 그 어떠한 방위사업청의 이행도 해당 인도를 수락한다고 해석될 수 없다. 이러한 경우, (1) 방위사업청은 신속히 해당 물품을 계약상대자에게 반송(계약상대자가 비용과 위험을 부담)하고, (2) 계약상대자는 해당 인도의 대가로 지불된 대금을 즉시 방위사업청에게 돌려주어야 한다. 위에 언급된 두 가지의 서류가 정확 하지 않거나 사실이 아니기 때문에 물품의 인도가 지연될 경우, 제20조에 따라 계약상대자에게 지체상금이 부과되며, 지연이 계속되면 이는 제18조에 규정된 "계약불이행"에 해당한다.

14. 물품의 포장

가. 계약상대자는, 물품이 안전하게 운송인에게 인도되고 운송인에 의하여 안전하게 최종사용자에게 수송될 수 있도록, 부품의 특성에 따라 내부포장(날개포장) 및 외부포장을 구분하여 포장하여야 하고, 내부포장(날개포장) 및 외부포장에는 최종사용자가 용이하게 식별할 수 있도록 품명, 재고번호, 제조일자, 유효일자, 수량 등을 '국방표준바코드 지침서'에 따라 표시하여야 한다. 외부포장은 운송인이 수용가능한 수출표준 외부포장으로 하여야 하고, 수송중 화물의 변질, 파손, 도난, 유실, 등을 방지할 수 있는 목재나 골판지 등의 튼튼한 소재를 사용하여 포장을 하되 외관상

19. Revocation/Termination

a. If the Contractor commits a material breach of this Contract, DAPA shall send to the Contractor a written notification of such material breach, and if such material breach is not cured by the Contractor within fifty (50) days from Contractor's receipt of the DAPA's notification, DAPA is entitled to the following:

- (1) revoke or terminate the Contract in whole or in part,
- (2) confiscate the whole amount of the Performance Bond stipulated in Article 5 hereof, and
- (3) confiscate in the whole or in part, any amounts of advance payment made to the Contractor with the interest accrued thereon pursuant to the Repayment Guarantee stipulated in Article 6 hereof.

However, if it is reasonably proven by DAPA that the actual damages arising out of the Contractor's material breach exceeds the amount of the confiscated Performance Bond, DAPA shall be entitled to such excess amount of additional damages.

b. When DAPA revokes or terminates this Contract in whole or in part pursuant to the preceding subparagraph a, DAPA shall notify the Contractor to that effect by a registerable and confirmable method such as registered mail.

c. If this Contract is terminated in whole or in part pursuant to this Article, DAPA may procure the commodity which meets the purpose of this Contract from other source of supply within six (6) months after such termination. In this case, the Contractor shall be liable for any excess costs to procure such commodity.

d. In case DAPA is entitled to revoke or terminate this Contract in part, DAPA, in addition to any other rights provided in this Article, may request the Contractor to deliver and to transfer title of any completed Commodity which has not been delivered or any partially completed Commodity which the Contractor produced or specifically acquired for performance of this Contract.

e. In the event the Contractor violates the pledge of integrity, DAPA reserves the rights to take actions including restrictions from participating in biddings and termination of the Contract according to Article 59, Enforcement Decree Article 70, or Rules of Enforcement Decree Article 58 all under Defense Acquisition Program Act. Also, DAPA reserves the rights to take actions including restrictions from

Seller :

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Buyer :

이호민

<p>다른 화물과 구분할 수 있는 화물 단위로 포장하여야 한다.</p> <p>나. 물품은 운임이 최소화되도록 불필요한 중량이나 적재공간이 발생하지 않게 포장되어야 하고, 불충분하거나 부적절한 포장으로 인해 발생하는 손실에 대해서는 계약상대자가 책임진다. 포장물질의 재료는 부득이한 경우를 제외하고 환경 친화적인 것이어야 하며, 목재를 사용하여 포장을 할 경우에는 자연 환경 보호를 위해 목재포장재에 대한 소독처리 완료 후 물품을 선적하여야 한다.</p> <p>다. 각 포장 또는 컨테이너 마다 세부 포장명세서 1부가 동봉되어야 하고, 배럴, 드럼 등 특수한 포장단위일 경우에는 세부포장명세서가 포장외부에 형판인쇄 되어야 한다.</p> <p>15. 운송포장의 표기</p> <p>가. 각 포장단위 또는 컨테이너는 적송품이 신속, 용이하게 식별될 수 있도록 표시되어야 한다.</p> <p>나. 동 표시에는 아래사항이 포함된다:</p> <p>(1) 수입자: 방위사업청</p> <p>(2) 수하인: 대한민국 국군 수송사령부 또는 공군 60 수송 전대</p> <p>(3) 계약번호</p>	<p>participating in biddings in the event the Contractor becomes an inappropriate business entity according to Article 27, Article 76 of the Enforcement Decree, or Article 76 of the Rules of Enforcement Decree, all under the Act on Contracts to Which the State is a Party. In addition, in the event the Commissioned Agent violates the Pledge of Integrity, sanctions including cancellation of registration may be imposed on the Commissioned Agent.</p> <p>20. Liquidated Damages for Delayed Delivery</p> <p>a. In case the Contractor fails to effect Delivery of Commodity within the period stipulated in this Contract, liquidated damages shall be levied at the rate of fifteen (15) hundredth of one percent (0.15%) of the contract value of the applicable Commodity per day, irrespective of the cure period mentioned in Article 19a above, and deducted from the money payable by DAPA. In the event that partial performance is allowed under the Contract, determination of which Commodity (or a part thereof) against which the liquidated damages are to be levied shall be in accordance with Schedule 17 attached hereto.</p> <p>b. The total amount of the liquidated damages shall not exceed ten percent (10%) of the Contract Price.</p> <p>21. Force Majeure</p> <p>a. The Contractor shall not be responsible for any delay of Delivery of Commodity which may arise from causes beyond the Contractor's reasonable control such as acts of God, fires, explosions, riots, civil commotions, mobilization, threat or existence of war, blockades, embargoes, requisition of vessels, epidemics, changes in the relevant laws and regulations made after this Contract became effective (the "Force Majeure Event").</p> <p>b. Immediately after the occurrence of the Force Majeure Event, the Contractor shall notify DAPA by email or fax and subsequent airmail containing the certificate as specified in this subparagraph within twenty (20) days from such occurrence of Force Majeure Event. The notification shall be attached by a written certificate issued by the authorized governmental organization of the applicable country. The certificate shall indicate ;</p> <p>(1) that the Contractor could not reasonably foresee occurrence of Force Majeure Event at the time of</p>
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Seller :

SPN

Buyer :

김 아 라

<p>(4) 최종사용자</p> <p>(5) 하역항 또는 하역공항</p> <p>(6) 포장 또는 컨테이너의 수, 품목번호, 포장 또는 컨테이너화 된 물품의 수량</p> <p>(7) 물품명세</p> <p>(8) 순중량, 총중량 및 용적</p> <p>(9) 계약상대자 표지 및/또는 등록상표</p> <p>(10) 주의표지</p> <p>(11) 목재포장지를 이용하여 물품 선적 시 소독처리 마크</p> <p>(12) 기타 본 계약에서 요구되는 표식</p> <p>16. 인도준비 완료 통지</p> <p>계약상대자는 물품의 인도준비에 관하여 방위사업청과 운송인에게 우편, 전자우편 또는 팩스로 통지한다. 동 통지는 계약번호, 인도될 물품에 관한 부피나 중량 등이 포함된 간단한 명세, 송장금액 등과 같은 관련자료들을 포함하여 최소한 인도예정일 30일 전에 해야 한다.</p> <p>17. 분할납품</p> <p>불임 17에서 명시적으로 분할납품을 허용하지 않는 한 물품의 분할납품은 허용되지 않는다.</p> <p>18. 계약불이행</p> <p>가. "계약불이행"이란 본 계약상의 주요 의무를 이행하지 않음을 의미한다.</p> <p>나. 아래 열거한 경우는 계약불이행에 해당한다:</p> <p>(1) 본 계약에서 약정한 기간 내에 물품의 인도를</p>	<p>execution of the Contract, and</p> <p>(2) that the Contractor could not control the failure of or the delay in Delivery of Commodity due to such Force Majeure Event.</p> <p>c. In case the Force Majeure Event continues for more than ninety (90) days, and DAPA judges the purpose of this Contract to be unattainable, DAPA may revoke or terminate this Contract in whole or in part, and notwithstanding Article 21a, confiscate the whole amount of the Repayment Guarantee. In this case, neither party of this Contract shall make any claim for compensation of any loss by such termination.</p> <p>22. Warranty</p> <p>a. The Contractor warrants ;</p> <p>(1) That the Commodity is in strict conformity with requirements of this Contract,</p> <p>(2) That such Commodity is fit for the particular defense purpose expressly or impliedly made known to the Contractor at the time of execution of this Contract,</p> <p>(3) That such Commodity is free from defects in material, workmanship, condition, operation, etc.,</p> <p>(4) That the Commodity is contained or packaged in the manner appropriate for its carriage and storage, and</p> <p>(5) That the risk and title to such Commodity passes to DAPA at the time of Delivery of Commodity.</p> <p>b. The Contractor's warranty stipulated in the preceding subparagraph a. shall unchangeably continue until the expiration of one hundred twenty (120) months calculated from the latest date for Delivery of Commodity as stipulated in Schedule 4.</p> <p>c. Upon discovery of any defect, DAPA shall immediately notify the Contractor thereof by mail, email or fax with request for repair or replacement. The Contractor shall submit a warranty cure plan within thirty (30) days of receiving such request, and at its own risks and expenses, complete repair or replacement in the shortest period possible. If defective Commodity needs to be sent back to the Contractor for repair or replacement, the Contractor or its designated freight forwarder, shall pick up the defective Commodity at a time and place designated by DAPA at the Contractor's</p>
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Seller :



Buyer :



<p>이행하지 못한 경우 (붙임 2 계약물품명세서와 부합하지 않는 이종품 또는 붙임 2 계약물품 명세서의 물품 수량보다 적은 수량을 납품 하고, 이를 납기 내에 치유하지 못한 경우를 포함한다.)</p> <p>(2) 본 계약 붙임 2와 8에 명시된 물품의 모든 성능 요건을 충족하지 못하는 경우</p> <p>(3) 계약상대자가 이행기일 이전에 본 계약의 이행을 거절하는 경우</p> <p>(4) 계약이행보증금, 하자보수보증금 또는 선금 환급보증을 설정하지 않거나, 본 계약이 요구하는 설정조건을 변경하지 않은 경우 또는 유효기간을 연장하지 않은 경우</p> <p>(5) 제22조에 규정된 하자보증의무를 이행하지 못한 경우</p> <p>(6) 절충교역의 의무가 적용되는 경우, 제35조의 가항 및 나항에 명시된 절충교역의 의무를 이행 하지 못한 경우</p> <p>(7) 기타, 계약상대자가 본 계약상의 주요 의무를 기본적으로 이행하지 않은 경우</p> <p>19. 계약해제/해지</p> <p>가. 계약상대자가 본 계약을 불이행하였을 경우,</p>	<p>own risk and expenses.</p> <p>d. In the event the Contractor fails to complete the repair or replacement within 180 days from receipt of the commodity from DAPA, liquidated damages for delayed warranty shall be levied as stated below from the day after the designated time period, and the total amount of the liquidated damages shall not exceed ten percent (10%) of delayed warranty item value.</p> <p>(1) Liquidated damages for delayed warranty = (unit price of warranty item) X (quantity) X (number of delayed days) X (rate for delay: 0.15%)</p> <p>(2) In the event a warranty plan explaining the need to have a longer cure period that exceeds 180days due to special circumstances such as necessary time to investigate cause and special cargo ship transportation is submitted and accepted, liquidated damages shall be levied after the agreed time period. The liquidated damages for delayed warranty shall be assessed separately from liquidated damages for delayed delivery.</p> <p>e. In case the Contractor fails to repair or replace the warranty item when the liquidated damages for delayed warranty have reached 10% of the contract value of the relevant item, DAPA shall be entitled to all of the compensation listed below. However, liquidated damages for delayed warranty shall not be levied in this case.</p> <p>(1) the contract value of the defective Commodity or any part thereof,</p> <p>(2) ten percent (10%) of such Contract amount as liquidated damages,</p> <p>(3) any additional damages, including but not limited to, extra costs incurred to DAPA for procurement of similar or replacement commodity from other source,</p> <p>f. The defective or non-conforming Commodity or any</p>
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Seller :



Buyer :



<p>방위사업청은 이를 계약상대자에게 문서로 통보하고, 계약상대자가 통보를 받은 날로부터 50일 내에 계약불이행을 치유하지 않을 경우, 방위사업청은:</p> <p>(1) 본 계약의 전부 또는 일부를 해제/해지하고,</p> <p>(2) 제5조에 규정된 계약이행보증금 전액을 몰수하며,</p> <p>(3) 계약상대자에게 지급된 선금의 전부 또는 일부 및 그 이자를 제6조에 규정된 선금환급보증 조항에 따라 회수할 수 있다.</p> <p>다만, 합리적인 입증에 따라, 계약불이행으로 인한 실손해액이 몰수된 계약이행보증금의 액수를 초과할 경우, 계약상대자는 방위사업청에 초과된 실손해액 만큼을 배상하여야 한다.</p> <p>나. 방위사업청이 본 조 가항에 따라 본 계약의 전부 또는 일부를 해제 / 해지할 경우 방위사업청은 등기우편 등 수취인이 접수, 확인이 가능한 방법으로 그 취지를 계약 상대방에게 통지하여야 한다.</p> <p>다. 본 조항에 따라 계약의 전부 또는 일부가 해제/해지된 경우, 방위사업청은 해제/해지 후 6개월 이내에 다른 공급원으로부터 본 계약의 목적에 부합 되는 물품을 조달할 수 있으며, 이로 인해 발생하는 일체의 초과비용은 매도인의 부담이다.</p> <p>라. 본 계약의 일부 해지 사유가 발생한 경우, 방위사업청은 본 조에 규정된 권리 이외에, 인도되지 않고 있는 완제품이나 본 계약의</p>	<p>part thereof repaired or furnished in replacement shall be subject to this Article to the same extent as the Commodity initially delivered or installed and/or integrated. Unless the parties agree otherwise, this warranty shall be equal in duration to that set forth in subparagraph b. of this Article and shall run from the date of delivery or installation and/or integration of the repaired or replaced Commodity or part thereof.</p> <p>g. When an intensive survey was carried out to investigate the details and the reason of the defect, and when such survey proves that the Contractor is liable for the defect, all expenses for the survey shall be borne by the Contractor. Also, the Contractor shall bear all costs necessary for the repair or the replacement, including, but not limited to, disassembling, packing and transit of the defective Commodity or its part(s), and transportation of the repaired or replaced Commodity or any part thereof back to the point where the defect was discovered.</p> <p>h. The Contractor shall prepare and submit to DAPA data and reports applicable to any repair required (including revision and updating of all related technical data required under this Contract) at no increase in the Contract Price.</p> <p>i. In the event the Contractor does not collect the remainders left as a result of treating warranty cases even after completion of warranty and six(6) months from expiration of the Contract, DAPA or the End User can dispose of such items as it deems fit, using methods including auction and discarding. In this case, the Contractor shall not protest against this disposal in civil or criminal court.</p> <p>23. Maintenance of Secrecy</p> <p>a. The Contractor shall warrant that any and all data or information related to this Contract will be held and preserved as "Confidential Matters of the Republic of Korea" in strict compliance with the relevant laws and regulations of the Republic of Korea.</p> <p>b. Regardless of whether marked with "Confidential", all information acquired from any forms of communication in relation to this Contract shall not be disclosed in any way without the DAPA's prior consent.</p> <p>c. The Contractor's obligations provided in this Article shall survive revocation, termination or completion of this Contract.</p>
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Seller :



Buyer :



<p>이행을 위한 반제품에 대하여 그 소유권 이전 및 인도를 요구할 수 있다.</p> <p>마. 방위사업청은 계약상대자가 청렴서약을 위반한 경우 「방위사업법」 제59조, 동법 시행령 제70조 및 시행규칙 제58조에 따라 입찰참가자격의 제한, 계약의 해제·해지 등의 조치를 취할 수 있고, 「국가를 당사자로 하는 계약에 관한 법률」 제27조, 동법 시행령 제76조 및 시행규칙 제76조에 따라 부정당 업자에 해당하는 경우에도 입찰참가자격의 제한 등의 조치를 취할 수 있다. 또한, 군수품 무역대리업체가 청렴서약을 위반한 경우에는 해당 군수품무역대리업체에 대하여 등록취소 등의 제재조치를 취할 수 있다.</p> <p>20. 지체상금</p> <p>가. 계약상대자가 본 계약에 정해진 일정대로 물품 인도를 이행하지 못하는 경우, 상기 제19조 가항에 언급된 치유기간과 관계없이, 지연 1일당 인도 지연분 계약가격의 0.15%의 비율로 지체상금이 부과되어 방위사업청이 지불할 대금에서 차감된다. 본 계약에서 분할 납품이 허용된 경우, 지체상금이 부과되는 물품의 단위는 불임 17에 따른다.</p> <p>나. 지체상금의 누계 총액은 계약총액의 10%를 한도로 한다.</p> <p>21. 불가항력</p>	<p>24. Proper Contract Price</p> <p>a. The Contractor shall guarantee that all the prices specified in this Contract do not include any improper costs, and warrant that this Contract is made directly between the Contractor and DAPA.</p> <p>b. The Contractor shall guarantee that the prices stated in this Contract do not exceed the Contractor's regular prices as adjusted by the export differential, and the prices, for the duration of this Contract, will continue to be no less favorable to DAPA than those currently being offered or that will be offered by the Contractor to any of its similarly situated buyers.</p> <p>c. The Contractor hereby agrees and undertakes that the selling price(s) of the Commodity for the DAPA's future requirements will be adjusted only within the scope of fluctuations measured by the price index of the recognized authorities.</p> <p>d. The Contractor's violation of the provisions of this Article will entitle DAPA to revoke or terminate this Contract and/or to claim refund for excessive price paid.</p> <p>25. Intellectual Property Rights</p> <p>If DAPA becomes subject to a suit, any other claim, etc. in which a third party alleges that the Commodity or any part thereof is in infringement of an intellectual property right, the Contractor shall, at its own expense and option, conduct the following actions:</p> <p>a. Settle the suit, or claim in an amicable way such as reconciliation with the claimant;</p> <p>b. Obtain the right to use such Commodity in a manner intended in this Contract;</p> <p>c. Replace or modify the Commodity with an equivalent but non-infringing alternative commodity that conforms to the specifications of this Contract; or</p> <p>d. Defend against such suit, or claims. If any court of competent jurisdiction holds such Commodity to constitute infringement, the Contractor shall take at its own option one of the actions described under a. through c. above.</p>
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Seller :

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Buyer :

정호하

<p>가. 계약상대자는 천재지변, 화재, 폭발, 폭동, 소요, 동원령 선포, 전쟁의 위협 또는 존재, 봉쇄, 출항금지, 선박의 징발, 유행병, 본 계약 발효 이후의 관련법령 개정과 같이 계약상대자가 적절히 통제할 수 없는 원인(이하 "불가항력 사유")으로 인한 물품 전부 또는 그 일부의 인도지연에 대하여는 책임지지 아니한다.</p> <p>나. 계약상대자는 불가항력 사유 발생한 즉시 방위 사업청에 전자우편 또는 팩스로 그 사실을 통보해야 하고, 발생일로부터 20일 안에 항공우편으로 통지하여야 한다. 동 통지문에는 그러한 불가항력 사유로 인하여 물품의 제조 또는 인도에 영향을 받은 국가의 공인기관이 발행하는 증명서가 첨부되어야 하고, 다음 사실을 입증하여야 한다:</p> <p>(1) 계약상대자가 본 계약체결 당시 해당 불가항력 사유를 합리적으로 예측할 수 없었고,</p> <p>(2) 해당 불가항력 사유로 인한 인도 불이행이나 지연을 계약상대자가 적절히 통제할 수 없었음.</p> <p>다. 불가항력 사유가 90일 이상 존속되어 본 계약의 목적을 달성할 수 없다고 판단하는 경우, 방위사업청은 본 계약의 전부 또는 일부를 해제/해지할 수 있고, 본조 가항에도 불구하고, 선금환급보증을 추심할 수 있다. 이러한 경우 본 계약 당사자는 그 해제/해지에 관하여 손해배상을 청구할 수 없다.</p> <p>22. 품질보증 및 담보책임</p>	<p>26. Charges</p> <p>Administration fees, all banking charges and other related charges including postage, etc. incurred outside Korea during the Contractor's performance of obligation under this Contract, shall be borne by the Contractor.</p> <p>27. Assignment and Novation</p> <p>The Contractor shall not assign, transfer or novate to any third party this Contract or any part thereof without prior written consent of DAPA. Even if the Contractor's legal status as a business entity is changed by merger and acquisition after this Contract is made, its obligations under this Contract shall remain unchanged</p> <p>28. Governing Law</p> <p>The formation, validity and the performance of this Contract shall be governed by the laws of the Republic of Korea, without regard to or application of any conflicts of law principles. Nothing in this Contract shall be interpreted against the "Act on Contract to which the State is a Party."</p> <p>29. Dispute Resolution</p> <p>a. In the event of disputes, controversies, or disagreements between the Contractor and DAPA arising from or in connection with this Contract (the "Dispute"), the parties shall negotiate in good faith. However, if the parties fail to reach settlement or resolution after thirty (30) days from the occurrence of the Dispute, the Dispute shall be finally settled by litigation.</p> <p>b. The Parties acknowledge and agree that the Seoul Central District Court, Republic of Korea shall have the sole and exclusive jurisdiction over any and all such Disputes.</p> <p>c. In the event both parties make an exception to resolve a dispute through arbitration.</p> <p>(1) The Dispute shall be referred to and finally settled by an arbitration panel in Seoul, the Republic of Korea, in accordance with the Commercial Arbitration Rules of the Korean Commercial Arbitration Board. The language of the arbitration proceedings shall be Korean.</p>
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Seller :



Buyer :



<p>가. 계약상대자는 아래 열거된 사항을 보증한다;</p> <p>(1) 인도된 물품과 설치 및/또는 통합된 물품이 본 계약에 엄격히 일치 한다는 것,</p> <p>(2) 그러한 물품이 본 계약 체결 당시 계약상대자에게 명시적 또는 묵시적으로 통보한 특정의 방위 목적에 적합 하다는 것,</p> <p>(3) 그러한 물품에는 재료, 제작기술, 상태, 운용 등에 있어서 하자가 전혀 없다는 것,</p> <p>(4) 물품이 본 계약에서 약정된 대로 운송 및 보관하는 데에 적절한 방법으로 포장 되어 있다는 것,</p> <p>(5) "물품의 인도" 시 동 물품의 위험 부담과 소유권이 방위사업청에게 이전 된다는 것.</p> <p>나. 상기 가항에 명시된 계약상대자의 품질 보증은 물품의 인도일로부터 계산하여 120개월이 만료될 때까지 변동 없이 계속되어야 한다.</p> <p>다. 방위사업청은 발견된 결함에 대해 지체없이 계약상대자에게 우편, 전자우편 또는 팩스로 통지하고, 수리 또는 대체를 요청하며, 계약상대자는 통지받은 날로부터 30일 이내에 하자구상 계획을 방위사업청에게 제출하여야 하고, 최단 시일 내에 자신의 위험과 비용으로 수리 또는 대체를 완료하여야 한다. 이때, 하자물품의 수리 또는 대체를 위하여 하자물품을 계약상대자에게 반송할 때에는 방위사업청이 지정한 시간, 장소에서 계약상대자, 또는 계약상대자가 지정한 수송업체가 직접 인수하여 수송하여야 한다.</p>	<p>(2) The arbitration shall be made by three arbitrators; each one arbitrator nominated by the Contractor and DAPA, respectively, and the third neutral arbitrator nominated by the mutual agreement between the arbitrators. In case the two arbitrators fail to agree to nominate the third arbitrator, the Korean Commercial Arbitration Board shall have the right to nominate the third arbitrator.</p> <p>d. In any stage of litigation or arbitration proceedings, the name "Defense Acquisition Program Administration" shall represent the Government of the Republic of Korea.</p> <p>30. Non-Waiver</p> <p>No omission or delay on the part of DAPA in exercising any right shall be considered as a waiver of such rights and any other right hereunder. The rights and remedies of DAPA provided in this Contract shall not be exclusive but shall be in addition to any other rights and remedies available under the laws of the Republic of Korea.</p> <p>31. Entire Agreement</p> <p>a. All Sections, Schedules and Annexes of this Contract and any other documents attached thereto constitute the entire and sole agreement of the parties to this Contract and any other representations, agreements, undertakings or proposals not expressed in this Contract are superseded and declared null and void.</p> <p>b. No alteration, modification or change of this Contract shall have any effect unless such alteration, modification or change be made in writing and signed by the duly authorized representatives of the parties to this Contract.</p> <p>32. Effectiveness of this Contract</p> <p>Effective date of this Contract shall be as follows:</p> <p>(1) In case of cash payment : the date of affixing signatures by the Contractor and DAPA; and</p> <p>(2) In case of payment by documentary letter of credit : the date of establishing documentary letter of credit or the date of affixing signatures by the Contractor and DAPA, whichever is later.</p>
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Buyer :

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라. 방위사업청은 계약상대자가 하자품을 인수한 날부터 180일 이내에 수리 또는 대체를 완료하지 못한 경우 180일을 초과한 날로부터 아래와 같이 산정한 하자구상 지연배상금을 부과하며, 이때 지연배상금의 총액은 지연된 하자품목 계약금액의 10%를 초과할 수 없다.

(1) 지연배상금 = (하자품 단가) X (수량) X
(하자구상 지연일수) X (지체상금률, 0.15%)

(2) 결함 내용과 원인 조사, 전용선 특수운송 등으로 하자구상 계획서에 180일 이상 장기 소요되는 사유 및 기한을 제시하여 인정한 경우에는 그 기한 경과일부터 하자구상 지연일수로 한다. 이러한 하자구상 지연배상금은 계약 납기 지체상금과는 별도로 계산한다.

마. 만일 지연배상금의 총액이 지연 하자품목 계약금액의 10%에 도달할 때까지 계약 상대방이 결함물품을 수리/대체하지 못 할 경우, 방위사업청은 아래 항목에 대하여 배상을 받을 수 있다. 다만, 이 경우 지연배상금은 별도로 부과하지 아니한다.;

(1) 결함이 있는 물품이나 부품의 계약 금액,

(2) 결함이 있는 물품이나 부품의 계약 금액의 10%에 해당하는 손해 배상금,

(3) 다른 조달원으로부터 유사물품 또는 대체물품

33. Headings

The headings used throughout this Contract are for convenience and reference only and shall not be deemed or construed as limiting or expanding the language of the provisions to which such headings may refer.

34. Language

In the event there is any disagreement or conflict between Korean and English versions of this Contract, the Korean version shall take the precedence

35. Implementation of Offset Program

a. In case the Contractor is requested by DAPA to implement Offset Program, the Contractor shall submit the proposal for implementation of the Program to the Purchaser, to enter into the contract for Offset Program in compliance with Korean Defense Offset Program Guidelines.

b. In case the Contractor is required to implement an Offset Program, the Performance Bond stipulated in Article 5 shall be valid until either the expiration of ninety (90) days following the Delivery of Commodity, or the expiration of ninety (90) days after the Contractor has completed the obligation of Offset Program, whichever is later. If the Contractor, by the time of the Delivery of Commodity has performed all other contractual obligations to the DAPA's satisfaction but part of the obligation of Offset Program remains to be performed, the amount of the Performance Bond may be reduced to ten percent (10%) of the value of the then unfulfilled Offset obligation. The Performance Bond, of which amount has been reduced as such, shall be valid until expiration of ninety (90) days after the Contractor has fulfilled the obligation of the Offset Program.

c. DAPA may revoke or terminate this Contract in whole or in part in case the Contractor does not comply with its obligations under the subparagraph a. and b. of this Article.

Seller :



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<p>조달 시 발생하는 추가 비용 등을 포함한 기타 추가적 손실</p> <p>바. 하자나 불일치한 물품의 전부 또는 일부가 수리되거나 대체되면 그 물품이 최초로 인도 또는 설치 및/또는 통합되었을 때와 동일한 범위에서 본 조의 규정을 적용 한다. 이 경우 품질보증의 기간은 별도로 합의하지 않는 한 본 조의 나항에 규정된 기간과 동일하며, 수리 또는 대체된 물품이 인도 또는 설치 및/또는 통합된 일자로부터 계산한다.</p> <p>사. 결함의 내용과 원인을 조사하기 위한 검사의 결과, 결함이 계약상대자의 잘못으로 판명된 경우, 해당 검사로 인해 발생하는 제 경비는 계약상대자가 부담하고 또한, 수리를 위하여 반품할 경우, 필요한 해체, 포장, 운송비등 제반 비용이나, 대체물품의 당초 결함이 발견된 장소까지의 운송비등 수리/대체를 위한 제반 비용은 계약상대자가 부담한다.</p> <p>아. 계약상대자는 요구한 수리에 적용할 수 있는 자료와 보고서 (본 계약에 따라 요구한 모든 관련 기술자료의 수정 및 갱신을 포함하여)를 작성하여 계약금액의 증액 없이 방위사업청에게 제출하여야 한다.</p> <p>자. 최종사용자에게 납품된 계약물품의 하자발생 후 하자구상이 완료되고, 계약이행이 종료되었음에도 계약상대자가 하자구상 완료 후 6개월 이내 하자 잔존물을 회수해 가지 않을 경우 방위사업청 또는 최종사용자는 하자 잔존물을 경매, 폐기 등 임의 처분할 수 있다. 이 경우에 계약상대자는 민·형사상 이익을 제기할 수 없다.</p>	<p>36. Cataloging Data</p> <p>a. In accordance with the format as shown below, and together with its proposal for this Contract, the Contractor shall submit to DAPA the Cataloging Data which contains accurate data and information on the Commodity and the related components, parts, tools and accessories required for operation and maintenance of the Commodity. The list shall be made in digitized data files in the software operative with the newest version of Windows. For the commodities whose Cataloging Data had not been provided at the time of submission of the Contractor's proposal, the Contractor shall submit the Cataloging Data to DAPA completed for such commodities after requesting it to the Cataloging Source in the country in accordance with the procedures prescribed by the NATO Codification Bureau(the "NCB") on or before the Commodity's first delivery date.</p> <p>b. The data shall be updated by the Contractor if there is any change in the materials submitted according to the paragraph a. above.</p> <p>c. In case any subcontractor of the Contractor, whether present or prospective, desires to sell directly to DAPA, through other contract(s) than this Contract, its products including process or computer software, the Contractor shall not act in any manner which has or may have the effect of restricting such direct sales.</p> <p>37. Assurance of Follow-On Support</p> <p>a. The Contractor assures that he will provide components, spare parts, tools and accessories necessary for the DAPA to operate the Commodity for its full life cycle, at the DAPA's request for supply of those items.</p> <p>38. Buy Back</p> <p>a. In case concurrent spare parts (CSP), support equipment, and/or tool as listed in Schedule 2 (Commodity Description) are supplied under this Contract, any of the forgoing items which remain unused for six (6) years after the delivery of such Commodity due to the Contractor's incorrect recommendation shall be bought back by the Contractor.</p>
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Seller :

Buyer :



23. 보안 유지

- 가. 계약상대자는 본 계약과 관련하는 어떠한 자료나 정보도 대한민국의 보안관련 법령과 엄격히 일치하도록 "대한민국의 비밀사항"으로서 관리 및 보존할 것을 보증한다.
- 나. "비밀"표시의 여부와 관계없이 본 계약과 관련하여 획득된 모든 정보는 방위사업청의 사전승인 없이 공개되어서는 안 된다.
- 다. 본 조에 규정된 계약상대자의 책임은, 본 계약의 종결 또는 이행 완료 후에도 지속된다.

24. 계약가격의 적정성

- 가. 계약상대자는 본 계약에 명기된 일체의 가격에 어떠한 부적정 가격도 포함되어 있지 않음을 보장하며, 본 계약이 계약상대자와 방위사업청 사이에 직접 체결되었음을 보장한다.
- 나. 계약상대자는 기재된 가격이 수출관례에 따른 정상 가격을 초과하지 않으며, 그 가격이 계약체결 당시 유사한 경우의 다른 매수인에게 제시된 가격보다 고가가 아니라는 것을 보장한다.
- 다. 계약상대자는 방위사업청의 장래 소요에 대한 물품판매 가격을 인정된 기관의 가격지수에 의거 산정된 물가변동 범위 내에서만 조정할 것을 동의 확약한다.
- 라. 계약상대자가 본 조의 규정을 위반할 때, 방위사업청은 본 계약을 해제/해지하거나 기

- b. The Contractor shall be responsible for all costs and expenses associated with transportation, insurance and any other costs and expenses occurred in relation to Buy-back. The price of Buy-back item shall be identical to that indicated in Schedule 3 attached hereto.
- c. The details pertaining to Buy-back, such as its completion date and a request for submission of any substitution shall be in accordance with the terms stipulated in Schedule 37 attached hereto

39. Miscellaneous

- a. Even if a proposal and attached documents, submitted by contractor, is(are) not attached to letter of contract, they still hold legal binding as part of the contract. The contents of letter of contract is prior to those of proposal documents if above two documents will be contradicted.

Seller :

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지불된 초과 가격의 환불을 청구할 수 있다.

25. 지식재산권

물품 또는 그 일부분이 지식재산권을 침해하고 있다는 소의 제기 등 기타 주장에 대하여, 계약상대자는 자신의 비용과 선택에 따라 다음과 같은 조치를 취해야 한다:

가. 지식재산권침해의 소 또는 주장의 화해 등 원만한 분쟁 해결,

나. 지식재산권침해 주장 물품의 사용권 획득,

다. 지식재산권침해 주장 물품을 본 계약에 부합하는 동등하면서도 지식재산권을 침해하지 않는 물품으로의 대체 또는 변형, 또는

라. 지식재산권침해 소송에 대한 응소 등 대응. 법원 으로부터 지식재산권침해의 판결이 있을 경우 계약상대자는 자신의 선택에 따라 상가항 내지 다항 중 필요한 조치를 하여야 한다.

26. 비용

계약상대자가 계약상의 의무를 이행하는 동안 대한민국 외에서 발생하는 행정비용, 제반 은행비용 및 기타 우편료를 포함하는 관련비용 등은 계약상대자의 부담으로 한다.

Seller :



Buyer :



27. 양도 및 당사자 대체

계약상대자는 방위사업청의 사전 서면 동의 없이 본 계약 또는 그 일부를 제3자에게 양도하거나 이전하거나, 제3자를 새로운 계약 당사자로 대체할 수 없고, 제3자와의 흡수/합병 시에도 본 계약하의 계약상대자의 권리와 의무는 존속되도록 조치하여야 한다.

28. 준거법

본 계약의 형성, 유효성 및 이행에는 국제사법의 고려 또는 적용 없이 대한민국의 법률을 적용한다. 본 계약은 국가를 당사자로 하는 계약에 관한 법률에 반하도록 해석 되지 아니한다.

29. 분쟁의 해결

가. 본 계약의 이행과 관련하여 계약상대자와 방위사업청 사이에 발생하는 모든 분쟁이나 이견(이하 "분쟁")은 분쟁이 발생한 날로부터 30일 이내에 합의가 이루어지지 아니할 경우에는 최종적으로 소송에 의하여 해결한다.

나. 양 당사자는 분쟁에 관하여 대한민국, 서울중앙지방법원이 전속적 관할권을 갖고 있음을 인정하고 이에 동의한다.

다. 상호 합의에 따라 예외적으로 중재를 통해 해결할 경우

(1) 대한상사중재원의 국제중재규칙을 따라

Seller :



Buyer :



대한민국, 서울에서의 중재에 따라 최종
판정한다. 이 경우 사용하는 언어는 한국어로
한다.

- (2) 중재인은 총 3인으로 구성되며, 방위사업청과
계약상대자가 각 1인을 지정하고, 각 지정된
중재인들이 합의하여 제3의 중립 중재인을
지정한다. 제3의 중립 중재인의 선정에
대하여 중재인들의 합의가 이루어지지 않은
경우에는 대한상사중재원이 임명한다.

라. 중재나 소송의 진행 중의 단계에 사용되는
"방위사업청"이라는 명칭은 대한민국 정부를
대표한다.

30. 불포기

어떠한 권리의 실행에 있어 방위사업청 측의
부작위 또는 지연은 그 권리 및 기타의 권리에
대한 포기로 간주되지 않는다. 본 계약의 각 조에
규정된 방위사업청의 권리와 방책은 유일한 것이
아니고, 대한민국 법률에 따라 보장된 어떠한 권리
및 방책에 부가하여 존재한다.

31. 완전합의

가. 본 계약의 모든 장, 붙임, 부칙 및 그에 따라
첨부된 기타의 서류는 본 계약에 대한 양
당사자의 완전하고 유일한 합의를 구성하며,
본 계약에 명시되지 않은 기타의 표현, 합의,
확약 또는 제안은 무효이다.

나. 본 계약에 대한 대체, 수정, 또는 변경은 계약
당사자가 정당하게 인정한 대표자에 의하여

Seller :



Buyer :



서면으로 작성, 서명되지 않은 한 어떠한 효력도 발하지 못한다.

32. 계약의 발효

계약의 발효일은 다음과 같다.

- (1) 송금방식 : 계약상대자와 방위사업청이 계약서에 서명한 일자
- (2) 신용장방식 : 계약상대자와 방위사업청이 계약서에 서명하고, 방위사업청이 신용장을 개설한 일자

33. 표제어

본 계약 전반에 걸쳐 사용된 표제어는 편의상 참고하기 위한 것이며, 그러한 표제어가 가리키는 규정의 문언의 의미를 제한하거나 확대하는 것으로 간주하거나 해석하여서는 안 된다.

34. 언어

본 계약서의 해석상 영문과 한국어가 상이하거나 이견이 있을 경우, 한국어가 우선한다.

35. 절충교역 이행

가. 계약상대자는 방위사업청이 절충교역 이행을 요구하는 경우 절충교역 제안서를 제출하고, 국방 절충교역 지침에 규정된 방식으로

Seller: 

Buyer: 

절충교역 계약을 체결하여야 한다.


나. 계약상대자가 절충교역의 의무를 가질 때,
제5조의 계약이행보증금은 계약이행완료 시
또는 절충교역 의무 이행 완료일로부터 90일
중, 나중에 도래하는 일자까지 유효해야 한다.
다만, 계약상대자가 절충교역 의무를 제외한
본 계약상의 여타 의무를 충실히 이행하고
절충교역 의무의 일부만 물품인도 완료
이후에 이행할 때, 계약이행보증금은 해당
미이행 절충교역 가액의 10%를 제외하고
해지될 수 있다. 동 잔여 보증분은 절충교역
의무 완료일로부터 90일까지 유효하여야
한다.

다. 계약상대자가 상기 가 항과 나 항에 각각
규정된 의무를 이행하지 못한 경우,
방위사업청은 본 계약의 전부 또는 일부를
해제/해지 할 수 있다.

36. 목록화 자료 제출

가. 계약상대자는 다음 양식에 따라 물품 자체와
물품을 운용 및 정비하는 데 필요한 구성품,
부품, 공구 및 기타 부속물에 대한 정확한
데이터와 정보, 즉, 물품 목록화 자료를 주
제안서(견적서)와 함께 방위사업청에게 제출
하여야 한다. 동 물품 목록화 자료는 윈도우

Seller : 

Buyer : 

최신 버전으로 운용 가능한 디지털화 된 자료 파일로 작성되어야 한다. 계약상대자는 견적서의 제출시점에 제공되지 않는 목록화된 자료에 대하여서는 해당 물품의 인도시까지 나토목록기관에서 정한 절차에 따라 해당 국가의 목록기관에 의뢰하여 목록화를 완료한 후 그 자료를 제출하여야 한다.

나. 계약상대자는 가 항에 따라 제출된 자료의 항목에 변동사항이 발생한 때에는 최신자료로 대체하여야 한다.

다. 계약상대자의 현재 또는 장래의 하청업체가 본 계약이 아닌 계약을 통해, 자신의 제조 품목이나 프로세스(컴퓨터 소프트웨어 포함)를 방위사업청에게 직접 판매코자 할 때, 계약 상대자는 이를 제한하는 여하한 행위도 해서는 안된다.

37. 후속 지원보장

가. 계약상대자는 방위사업청이 물품을 운용하는데 필요한 구성품, 수리부속, 공구, 부속물 등을 본 계약물품의 수명주기 동안 방위사업청의 공급요청에 의해 공급할 것을 보장한다.

38. 재판매

가. 본 계약 하에서 불임 2(물품명세)에 기재된 바와 같은 동시조달부품, 지원장비, 및/또는 공구가 공급되는 경우, 계약상대자의 부정확한 추천으로 인하여 그 인도일로부터 6년간 사용되지 않은 동시조달부품, 지원장비, 및/또는 공구는

Seller :



Buyer :



<p>계약상대자에게 재판매 되어야 한다.</p> <p>나. 계약상대자는 재판매와 관련한 운송, 보험료 등 일체의 비용을 부담하고, 재판매 가격은 불임 3에 명시된 가격과 동일한 가격이어야 한다.</p> <p>다. 기타 대체품의 요구, 재판매 이행완료기간 등 세부사항은 불임 37의 약정된 조건에 따른다.</p> <p>39 기타사항</p> <p>가. 계약상대자가 제출한 제안서 및 첨부서류는 계약서에 첨부되지 않더라도 계약의 일부로서 효력을 가진다. 단, 계약서와 제안서의 내용이 서로 상충할 경우에는 계약서의 내용이 우선한다.</p>	
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순위	공통품명	재고 번호	부품 번호	단 가	공 급 원				원 제 작 자		
					업체명	등록 번호	주 소	부품 번호	명 칭	등록 번호	부품 번호

Ser. No.	Common Item Name	NSN	P/N	Unit Price	Source of Supply				Original		
					Company	CAGE	Address	P/N	Name	CAGE	P/

Seller :



Buyer :



<p>계약번호 :</p> <p>부칙 1. 계약상대자의 군수품무역대리업체 이용에 관한 특수조건</p> <p>계약상대자는 아래와 같은 규정으로 군수품무역대리업체를 이용하겠다는 취지의 서면제안을 제시하고, 방위사업청이 이를 수락할 때 본 부칙은 본 계약에 통합되어 계약의 일부를 구성한다.</p> <p>1. 본칙 제22조에 명시된 품질보증에 관하여, 계약상대자와 군수품무역대리업체는 연대하여 각자 책임진다.</p> <p>2. 계약상대자 또는 계약상대자의 군수품무역대리업체가 본 부칙을 위반한 경우, 방위사업청은 본 계약의 전부 또는 일부를 해제/해지하고, 계약이행 보증금을 무조건 몰수할 권리를 갖는다.</p>	<p>Contract No. :</p> <p>Annex 1. Special Provisions for Employment of the Contractor's Commissioned Agent</p> <p>When the Contractor makes a written proposal to the effect that he would employ an agent defined as below, and if DAPA accepts such proposal, the following clauses of this Annex will be incorporated in and made part of this Contract. .</p> <p>1. The Contractor and the Commissioned Agent shall be jointly and severally responsible for the warranty stipulated in Article 22 of the Contract.</p> <p>2. In case the Contractor or the Commissioned Agent commits any breach of obligations under this Annex, DAPA will be entitled to revoke or terminate this Contract in whole or in part and to confiscate unconditionally the amount of the Performance Bond.</p>
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Seller :

SPW

Buyer :

정호재

계약상대자 : <hr/>	Contractor : <hr/>
군수품무역대리업체 : <hr/>	Commissioned Agent : <hr/>

계약번호 : 부칙 2. 대북한 직간접 판매 금지에 관한 특수조건 1. 본 특수조건은 북한에 대한 계약물품의 직간접 판매 금지를 주목적으로 한다. 명시된 계약상의 물품에는 관련 기술자료와 정보가 포함된다. 2. 계약상대자는 본 계약에 명시된 물품과 같거나 유사한 물품이, 그 판매 또는 이전에 계약상대자의 직접적 관련 여부와 관계 없이, 북한에 판매 또는 이전되지 않을 것을 보장한다. 3. 방위사업청 또는 기타 정부기관이 계약상대자가 본 특수조건을 위반하였다는 사실을 지득한 경우, 방위사업청은 아래에 열거된 바와 같이 조치할 수 있다; 1) 계약이행보증금의 전액 몰수 2) 계약상대자에게 지불된 모든 결제액의 환불 요구. (이 경우, 기 인도되거나 운송과정에	Contract No. : Annex 1. Special Provisions for Prohibition of any Direct or Indirect Sale of the Commodity to North Korea 1. These special provisions are primarily purposed to prohibit any direct or indirect sale of the Commodity to North Korea. The Commodity stated herein includes any related technical data and information. 2. The Contractor warrants that any goods same as or similar to the Commodity shall not be sold or transferred to North Korea, regardless of whether or not the Contractor is involved directly in such sale or transfer. 3. In case DAPA or other governmental agency has obtained the information that the Contractor has violated these special provisions, DAPA shall: 1) Confiscate the whole amount of the Performance Bond 2) Make a claim for recovery of all payments made to the Contractor, (In this case, the Commodity, delivered or in transit for delivery, shall be returned to the Contractor at the Contractor's risks and expenses.) 3) Make a claim for recovery of other losses incurred to DAPA. 4. The term "sale" or "transfer" used herein covers
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Seller :



Buyer :

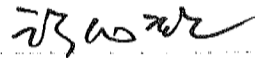


<p>있는 물품은 계약상대자의 경비부담으로 계약상대자에게 반환될 수 있다.)</p> <p>3) 기타 방위사업청이 입은 관련 손실에 대한 배상의 청구.</p> <p>4. 본 조항에 사용된 "판매" 또는 "이전"에는 본 특수조건에서 지정한 물품의 대여, 재대여, 양도 또는 기타의 소유를 포함한다.</p> <p>5. 본 특수조건은 본 계약에 통합되어 그 일부를 구성하며, 본 계약의 제반 조건과 관계없이 무한정 효력을 갖는다.</p> <p>6. 본 계약 하에서 계약상대자가 군수품무역대리업체를 이용할 때 본 특수조건은 계약상대자의 군수품무역대리업체에게도 적용된다.</p> <p>계약상대자 :</p> <p>_____</p>	<p>lease, release, assignment or any other possession of the Commodity stated herein.</p> <p>5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.</p> <p>6. Where the Commissioned Agent for the Contractor is involved in this Contract, these special provisions are binding upon such agent.</p> <p>Contractor :</p> <p>_____</p>
<p>계약번호 :</p>	<p>Contract No. :</p>
<p>부칙 3. 계약이행보증금의 보증신용장 서식</p>	<p>Annex 3. Form of standby Letter of Credit for Performance Bond</p>

Seller :



Buyer :



개설은행	신용장번호	Name of Issuing Bank	Credit Number
발행일자 및 장소	만료일자 및 장소	Date and Place of Issue	Date and Place of Expiry
통지은행	신청자	Advising Bank	Applicant
수익자	금 액	Beneficiary	Amount

<p>수익자에 대한 통지:</p> <p>당행은 귀하가 다음 서류를 첨부하여 (대한민국 서울 소재 지명 은행) 앞으로 여기에 명시된 금액으로 발행하는 일람불 환어음을 지불하기 위한 취소불능 보증신용장을 귀하를 수익자로 하여 개설한다.</p> <p>개설 의뢰인이 관련계약 (계약번호 : KFX-DAPA - , 이하 "계약"이라 칭한다)의 제18조에 정의된 중요사항을 위반했다는 내용이 기재된 귀하의 서명 청구서 1부.</p> <p>본 취소불능 보증신용장은 수익자와 개설 의뢰인 간에 체결된 계약 (계약번호 : KFX-DAPA-)과 관련된다.</p> <p>계약상 물품의 최종 인도일이 일정 기간만큼 연장될 경우, 여기에 기재된 유효기일도 동일 기간만큼 연장된다.</p> <p>당행은 본 신용장의 제 조건과 일치하여 발행된 환어음에 대하여 조건 없이 지급할 것과 추심과 관련하여 발생하는 제 수수료의 차감 없이 수익자에게 지급할 것을 약속한다.</p> <p>본 취소불능 보증신용장은 화환신용장 통일규칙 (2007년 개정, 국제상업회의소, 공표 제600호)의 적용을 받는다.</p>	<p>Advice for the Beneficiary:</p> <p>We hereby issue in your favor this irrevocable standby letter of credit which is available by payment of your sight draft for the amount stated herein drawn on (Name of the Nominated Bank, Seoul, Korea) accompanied by the following document :</p> <p>Your written statement signed to the effect that the Applicant has committed a material breach of the related contract (Contract No. KFX-DAPA- , referred to as "the Contract" hereinafter) as defined in Article 18 of the Contract.</p> <p>This irrevocable standby letter of credit relates to the Contract (Contract No. KFX-DAPA-) which has been entered into between the Beneficiary and the Applicant.</p> <p>If the latest date for Delivery of the Commodity is extended for a given period of time, the expiry date stated herein shall be extended for an equal given period of time.</p> <p>We engage the Beneficiary that the draft drawn under and in compliance with the terms of this Credit shall be unconditionally honored by us and that payment hereunder shall be made without deduction of any charges or fees necessary for collection.</p> <p>This irrevocable standby letter of credit is subject to the Uniform Customs Practice for Documentary Credits (2007 Revision, International Chamber of Commerce, No. 600).</p> <p>Name of Issuing Bank</p> <p>(Authorized Signature)</p>
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Seller :



Buyer :



개 설 은 행 명
(서명권자의 서명)

계약번호 :	Contract No. :
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Seller : SPW

Buyer : 정지민

부칙 4. 선금환급보증의 보증신용장 서식	Annex 4. Form of standby Letter of Credit for Repayment Guarantee
<div>개설은행 신용장번호</div> <div>발행일자 및 장소 만료일자 및 장소</div> <div>통지은행 신청자</div> <div>수익자 금 액</div>	<div>Name of Issuing Bank Credit Number</div> <div>Date and Place of Issue Date and Place of Expiry</div> <div>Advising Bank Applicant</div> <div>Beneficiary Amount</div>
수익자에 대한 통지 :	Advice for the Beneficiary :
<p>당행은 귀하가 다음 서류를 첨부하여 (대한민국 서울 소재 지명 은행) 앞으로 여기에 명시된 금액의 전액 또는 일부 금액으로 발행하는 일람불 환어음을 지불하기 위한 취소불능 보증신용장을 귀하를 수익자로 하여 개설한다:</p>	<p>We hereby issue in your favor this irrevocable standby letter of credit which is available by payment against your sight draft for the whole amount stated herein or part thereof drawn on (Name of the Nominated Bank, Seoul, Korea) accompanied by the following document :</p>
<p>관련계약 (계약번호 KFX-DAPA- , 이하 "계약"이라 한다.)의 제18조에 정의된 계약불이행 또는 제21조에 정의된 불가항력 사유로 인하여 계약상의 물품 인도가 이루어지지 않았다는 내용이 기재된 귀하의 서명 청구서 1부.</p>	<p>Your written statement signed to the effect that the delivery of the Commodity under the related contract (Contract No. KFX-DAPA- , referred to as "the Contract" hereinafter) has not been effected by reason of breach of contract as defined in Article 18 of the Contract, or the force majeure cause stipulated in Article 21 thereof.</p>
<p>본 취소불능 보증신용장은 수익자와 개설의뢰인간에 체결된 계약(계약번호 : KFX-DAPA-)과 관련하여, 동 계약에 의거 수익자가 개설 의뢰인에게 지급하는 선금과 관련된다.</p>	<p>This irrevocable standby letter of credit relates to the Contract (Contract No. KFX-DAPA-) which has been entered into between the Beneficiary and the Applicant, and to the advance which shall be paid by the Beneficiary to the Applicant under the Contract.</p>
<p>여기에 기재된 금액은 계약에 의하여 개설 의뢰인에게 지급되는 선금과 본 신용장의 개설일로부터 유효기간 만료시까지 발생될 이자를 포함하는 금액이다.</p>	<p>The amount stated herein covers and represents the advance to be paid to the Applicant under the Contract and the interest thereon to be accrued from the issuance date of this credit till the expiry date stated herein.</p>
	<p>If the latest date for Delivery of the Commodity is extended for a given period of time, the expiry date stated herein shall be extended for an equal given period of time, and accordingly the amount of this Credit will be increased by the interest which will accrue for such extended period of time.</p>
	<p>If partial deliveries of the Commodity are allowed under the Contract, the amount stated herein shall be reduced in proportion to the value of each delivery effected, provided that such proportional reduction shall be made in accordance with the detailed schedule of proportional</p>

Seller :



Buyer :



<p>계약상 물품의 최종 인도일이 일정 기간만큼 연장 될 경우, 여기에 기재된 유효기일도 주어진 기간만큼 연장되고, 따라서 본 신용장 금액은 동 연장 기간 동안 발생하는 이자만큼 증액된다.</p> <p>계약상 물품의 분할 인도가 허용된 경우, 물품의 인도에 따라 본 신용장의 금액은 비례적으로 감소된다. 단, 동 비례적 감소는 계약에 약정된 비례 감소의 세부 계획에 의거, 해당 물품의 인도 후 90일 이후부터 가능하다.</p> <p>당행은 본 신용장의 제 조건과 일치하여 발행된 어음에 대하여 조건 없이 지급할 것과 추심과 관련하여 발생하는 제 수수료의 차감 없이 수익자에게 지급할 것을 확약한다.</p> <p>본 취소불능 보증신용장은 화환신용장 통일규칙 (2007년 개정, 국제상업회의소, 공표 제600호)의 적용을 받는다.</p> <p style="text-align: center;">개 설 은 행 명 (서명권자의 서명)</p>	<p>reduction stipulated in the Contract after expiration of ninety (90) days from the date of the respective deliveries.</p> <p>We engage the Beneficiary that the draft drawn under and in compliance with the terms of this Credit shall be unconditionally honored by us and that payment hereunder shall be made without deduction of any charges or fees necessary for collection.</p> <p>This irrevocable standby letter of credit is subject to the Uniform Customs Practice for Documentary Credits (2007 Revision, Publication No. 600, International Chamber of Commerce).</p> <p style="text-align: center;">Name of Issuing Bank (Authorized Signature)</p>
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Seller :

SPN

Buyer :

KJH

<p>계약번호 :</p> <p>부칙 5. 청렴서약 특수조건</p> <ol style="list-style-type: none"> 이 청렴서약 특수조건은 계약상대자 또는 군수 품무역대리업체가 당해 계약과 관련하여 청렴서약에 위반한 경우와 그에 대한 제재조치에 관하여 특별히 규정함을 목적으로 한다. 계약상대자와 군수품무역대리업체는 계약체결 및 이행을 함에 있어서 금품·향응(부정한 취업 제공 포함) 제공금지, 특정정보 제공요구 금지 등에 관한 청렴서약 사항을 준수 하여야 한다. 방위사업청은 계약상대자가 다음 각 호의 어느 하나에 해당하는 청렴서약 위반사실이 있는 때에는 방위사업법 제59조, 같은 법 시행령 제70조, 같은 법 시행규칙 제58조에 따라 입찰참가자격을 제한할 수 있다. <ul style="list-style-type: none"> 가. 방위사업과 관련된 의사결정, 입찰, 낙찰 또는 계약체결·이행에 있어서 관계공무원(위원회 및 분과위원회의 위원과 같은 법 시행령 제16조의 규정에 의한 전문위원을 포함한 다)에게 금품·향응(부정한 취업제공 포함) 등을 주기로 약속하거나 준 사실이 있는 경우 나. 방위사업과 관련된 특정정보의 제공을 요구하거나 받은 사실이 있는 경우 다. 계약이행과정에서 알게 된 연구성과물 등 특정정보를 임의로 제3자에게 제공하거나 누설한 경우 	<p>Contract No. :</p> <p>Annex 5. Special Terms and Conditions for Integrity Pledge</p> <ol style="list-style-type: none"> The purpose of the Special Terms and Conditions for Integrity Pledge is to stipulate what constitutes violation of the Integrity Pledge on the contract by the Contractor or the commissioned agent, and penalties for such violation. The Contractor and the Commissioned Agent shall observe what is stipulated in the Integrity Pledge as signing and fulfilling the contract including prohibition of offering valuables or entertainment, and requesting certain information. In the event there is any violation of the Integrity Pledge in areas listed below by the Contractor, DAPA shall have the right to restrict participation in a bidding procedure as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58). <ul style="list-style-type: none"> a. Promise or provision of payment or entertainment (including provision of unfair job opportunities) to the relevant public servants (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract. b. Request of certain information for a defense program. c. Disclosure of certain information to a third party without approval, including R&D result obtained during implementation of the contract. d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the primary Contractor in the course of signing a contract or implementing a program with a subcontractor. In the event there is an action that constitutes as violation of the Integrity Pledge as stipulated in Article 3(1~4) of this Pledge, DAPA is entitled to terminate the Contract.
--	---

Seller :

SPW

Buyer :

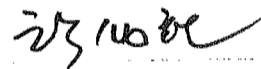
정호재

<p>라. 방위사업과 관련된 하도급계약을 체결하거나 이행하면서 원도급자의 우월한 지위를 이용하여 하도급자로부터 금품을 수수하거나 부당 또는 불공정행위를 한 경우</p> <p>4. 방위사업청은 당해 계약이 제3조의 각 호에 해당하는 청렴서약 위반사실과 관련된 경우에는 계약을 해제 또는 해지할 수 있다.</p>	
<p>계약상대자 :</p> <p>일자 :</p> <p>직책 및 성명 :</p> <p>서명 :</p>	<p>Contractor :</p> <p>Date :</p> <p>Printed Title & Name :</p> <p>Signature :</p>
<p>군수품무역대리점 :</p> <p>일자 :</p> <p>직책 및 성명 :</p> <p>서명 :</p>	<p>Commissioned Agent :</p> <p>Date :</p> <p>Printed Title & Name :</p> <p>Signature :</p>

Seller :



Buyer :



부칙 6. (Annex 6.)

물 품 수 령 확 인 서
Certificate of Receipt

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 계약내용 (Contract Information) 및 인수내용 (Receipt Information)

계약내용 (Contract Information)			인수내용 (Receipt Information)		
품명 Commodity	수량 Quantity	금액 Amount	품명 Commodity	수량 Quantity	금액 Amount

* 참고 : 품목이 많을 경우 붙임 문서로 작성

Note : If the Item List is long, it shall be attached as a separate documents.

3. 검수관 (Inspector) 및 확인관 (Supervisor)

1) 인사명령 (Personnel Order) :

2) 직책(Title) 및 성명 (Name)

	직책 (Title)	계급 (Rank)	성명 (Name)	서명 (Signature)
검수관 (Inspector)				
확인관 (Supervisor)				

위 검수관과 확인관은 검수관 인사명령과 (육군 / 해군 / 공군) 검수규정에 따라 위와 같이 검수 후 수령확인서를 작성하였음을 확인합니다.

The above Inspector and Supervisor confirm that inspection has been completed in compliance with the Personnel Order and the Inspection Regulation of (Army / Navy / Air force), and hereby issue this Certificate.

2020년 00월 00일

○ ○ ○ ○ 부대장
(Commanding Officer of ○ ○ ○ ○)

Seller : SPWBuyer : 정수민

부칙 7. (Annex 7.)

최 종 수 락 시 험 확 인 서

Certificate of Site Acceptance Test

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 계약내용 (Contract Information) 및 인수내용 (Receipt Information)

계약내용 (Contract Information)			수락시험 내용 (SAT Information)			
품명 Commodity	수량 Quantity	금액 Amount	품명 Commodity	수량 Quantity	금액 Amount	검사결과 Result of SAT

* 참고 : 품목목록(SAT 내용 포함)이 많을 경우 붙임 문서로 작성

Note : If the Item List (including SAT information) is long, it shall be attached as a separate documents.

위 계약물품에 대한 최종수락시험이 방위사업청측 대표자들의 입회 하에 _____ 기간 동안
 검수관 인사명령 (_____), (육군 / 해군 / 공군) 검수규정 및 계약서에 따라 시행되었
 고 성공적으로 완료되었음을 증명함.

I hereby certify that the SAT has been successfully implemented in compliance with the
 Personnel Order to appoint inspector, the Inspection Regulation of (Army / Navy / Air force), and
 the Terms & Conditions of the Contract, in the presences of the representatives of DAPA for the
 duration of _____.

직책 및 성명 (Title & Name) :

서명 (Signature) :

2020년 00월 00일

○ ○ ○ ○ 부대장
 (Commanding Officer of ○ ○ ○ ○)

Seller : Buyer : 

부칙 8. (Annex 8.)

공 장 수 락 검 사 확 인 서
Certificate of Factory Acceptance Test

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 공장수락검사 내용 (FAT Information)

위 명시된 계약의 이행을 위해 물품(부분적이거나 전체적인 물품의 명칭)에 대한 공장수락검사가
() 기간 동안 성공적으로 검사되고 시행되었음을 증명함.

This is to certify that Factory Acceptance Test of the Commodity (Name of Commodity in
partial of all) for the above referenced Contract has successfully inspected and conducted for the
duration of .

첨부 : 공장수락검사 결과서
Attachment : FAT Result Report

직책 및 성명 (Title & Name) :

서명 (Signature) :

Month / Day / Year

○ ○ ○ ○

(Manufacturer)

Seller : SPN

Buyer : 2362

부칙 9. (Annex 9.)

계약 조력자 현황

계약상대자는 계약 체결 또는 계약 이행 과정에서 계약 서류의 제출, 계약의 수정, 계약 이행 관련 협의, 제재처분 심의 등에 대해 계약상대자의 이익을 위해 조력하는 외부의 자연인 또는 단체 (대리인, 자문, 고문, 컨설팅업자 등 그 명칭을 불문한다) 현황을 해당 계약 담당부서의 장에게 제출하여야 하며, 서류 제출 이후에 계약 조력자에 대한 변동 사항이 발생할 경우 10근무일 이내에 변동사항을 제출하여야 한다.

☐ 계약업체

계약건명					계약번호	
계약업체	회사명		대표자		전화번호	
	주 소				e-mail	

Seller :

SPW

Buyer :

김민정

계약 조력자가 업체(단체)인 경우					
업체명 (단체명)			대표자	전화번호	
계약 조력자	성명	생년월일	부서	전화번호 (e-mail)	역할
역할별 세부내용	* 역할유형 : ㉠ 대리 ㉡ 중개(정보 전달, 홍보 등) ㉢ 컨설팅 ㉣ 자문(법률, 회계, 세무, 기타)				
	<div style="display: flex;"> <div style="flex: 1;"> ㉠ ㉡ ㉢ ㉣ </div> <div style="flex: 4; text-align: center;">세부내용</div> </div>				

☐ 계약 조력자가 개인인 경우

성명	생년월일	전화번호(e-mail)	역할
역할별 세부내용	* 역할유형 : ㉠ 대리 ㉡ 중개(정보 전달, 홍보 등) ㉢ 컨설팅 ㉣ 자문(법률, 회계, 세무, 기타)		
	<div style="display: flex;"> <div style="flex: 1;"> ㉠ ㉡ ㉢ </div> <div style="flex: 2; text-align: center;">세부내용</div> </div>		

Seller : SPWBuyer : 3/3/2022

	①
<p>* [별첨] 개인정보 수집 및 이용 동의서 (계약 조력자 전원에 대하여 개별 작성 및 서명)</p> <p>2020년 00월 00일</p> <p>방위사업청장 귀중</p>	

Seller : SPW

Buyer : 김민준

[별첨] 개인정보 수집 및 이용 동의서

개인정보 수집·이용 동의서

방위사업청은 방위사업 관련 계약의 투명성·공정성·효율성을 기하기 위하여 아래와 같이 개인정보를 수집·이용하려고 합니다. 내용을 자세히 읽으신 후 동의 여부를 결정하여 주십시오.

☐ 개인정보 수집·이용 내역

항목	수집 및 이용 목적	보유 및 이용기간
단체명, 성명, 생년월일, 연락처	방위사업 관련 계약의 투명성·공정성·효율성 강화	30년

※ 위의 개인정보 제공에 대한 동의를 거부할 권리가 있습니다. 다만 위 사항에 대한 동의 거부 시 계약 관련 업무 참여에 일부 제한을 받을 수 있습니다.

위와 같이 개인정보를 수집·이용하는데 동의하십니까? (☐ 예 / ☐ 아니오)

2020년 00월 00일

본인 (또는 대표자) 성명 : (서명 또는 인)

방위사업청장 귀중

- * 계약 조력자가 단체(업체)인 경우에는 대표자뿐만 아니라 계약 조력자인 소속 직원에 대하여도 개별 작성 및 서명 (1인 1매)
- * 계약 조력자 전원에 대하여 개인별 작성 및 서명 (1인 1매)

Seller :

SPW

Buyer :

방위사업청

Annex 9.

Facilitator Status (Form)

The Contractor shall submit to the head of the contracting department at DAPA the names of the external individuals and/or organizations (regardless of whether they are referred to as a proxy, counsel, advisor or consultant) who facilitate for the benefit of the Contractor in the process leading up to contract award and/or in performing the contract including submission of contract documents, contract amendment, discussion regarding contract implementation, sanction deliberation, etc., and should there be any changes to the facilitators, the Contractor shall notify of such change within ten working days.

☐ Contractor Information

Name of Contract				Contract No.	
Contractor	Name of Corporation		Representative	Phone No.	
	Address				e-mail

☐ Facilitator who are corporation (Organization)

Name of Corporation (Organization)			Representative		Phone No.	
Facilitator	Name	Date of Birth	Department		Phone No. (e-mail)	Role
Details to each role	* Type of role (A) Proxy (B) Intermediary(passing info, PR, etc) (C) Consultant (D) Advisor(legal, accounting, tax, etc)					
	Details					
	(A)					
	(B)					
	(C)					
(D)						

Seller :

SPW

Buyer :

W. K. Kim

☐ Facilitator who are individuals

Name	Date of Birth	Phone No. (e-mail)	Role
Details to each role	* Type of role : (A) Proxy (B) Intermediary(passing info, PR, etc) (C) Consultant (D) Advisor(legal, accounting, tax, etc)		
	Details		
	(A)		
	(B)		
	(C)		
			(D)

***[Attachment] Consent to collect and use personal information**

(All of the facilitators required to individually fill out and sign)

Submitted to the Minister of DAPA on (Month / Day / Year)

Seller : 

Buyer : 

[Attachment] Consent to collect and use personal information (Form)

Consent to collect and use personal information

In an effort to enhance transparency, fairness, and efficiency for defense contracts, DAPA intends to collect and use some personal information as explained below. Please read carefully and decide whether you consent.

☐ **Details to personal information subject to collection and use**

Items	Purpose of collection and use	Period of retention and use
Name of organization Name Date of birth Contact info	Enhancement of Transparency, Fairness, and Efficiency of Defense Contracts	30 years

※ You have a right to withhold consent to providing your personal information. However, please note that if you refuse to consent, there may be some restrictions in participating in contract related activities.

Do you consent to collection and use of your personal information as stated above? (☐ Yes / ☐ No)

Month / Day / Year

Name :

(Signature or Seal)

Submitted to the Minister of DAPA

* For a facilitator who is a corporation (organization), not only the Representative (or equivalent) but also each of the employees shall fill out and sign the form (one page per person)

* All of the facilitators required to individually fill out and sign (one page per person)

Seller : 

Buyer : 

부칙 10. (Annex 10.)

교육지원완료 증명서
Certificate of Completion of Training Assistance

1. 계약번호 (Contract No.) 및 품명 (Commodity) :

2. 교육과정명 / 교육기간 / 교육인원 (Name of Course / Period / Number of Trainee)

과정명 Name of Course	장소 Place of Training	교육기간 Period of Training	교육인원 Number of Trainee

위 명시된 계약의 이행을 위해 교육지원이 성공적으로 시행되었음을 증명함. 매수인은 매도인 계약서의 요건에 부합하는 기술지원 및 교육훈련을 실시하였다는 것을 본 증명서로 확인함.

We hereby certify that Training Assistance is successfully conducted in compliance with the Contract. Buyer hereby confirms that Seller has conducted the Training Assistance in compliance with the requirements of the Contract.

직책 및 성명 (Title & Name) :

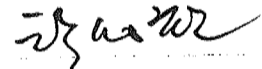
서명 (Signature) :

2020년 00월 00일

○○○○ 부대장
(Commanding Officer of ○○○○)

Seller : 

Buyer :



부칙 11. (Annex 11.)

하 자 보 고 서

Report of Discrepancy

1. To Name & Address 성명 및 주소				7. Report No. 보고서 번호					
2. From Name & Address 성명 및 주소				8. Date of Preparation 준비일					
3. Contract No. 계약번호				9. Contractor 업체명					
4. Invoice No. 송장번호				10. Shipper 해운회사명					
5. B/L No. 선하증권 번호				11. Vessel 선박					
6. Port of Loading 선적항				12. Port of Discharge 하역항					
13. Item No.	14. NSN/Part No. & Nomenclature 재고/부품번호 및 품목분류	15. U/I	16. Quantity Shipped 선적수량	17. Quantity Received 수령수량	18. Discrepancy 하자				19. Action Requested 요구되는 조치
					Content 내용물	Qty 수량	Unit Price	Total Cost	
20. Remark 비고 (한글 / 영문)									
21. Reporter 보고자									

Seller :

SAW

Buyer :

김모

대한민국 (육/해/공군)	0000 대대	0000 중대	계급	성명	(서명)
000 Battalion	000 Company	Warrant Officer 0000			

부칙 12. (Annex 12.)

하도급자 청렴서약서 (A Pledge of Integrity for Sub-contractor)

우리 회사는 부패 없는 투명한 기업경영과 공정한 행정이 사회발전과 국가 경쟁력에 중요한 관건이 됨을 깊이 인식하고, 국제적으로도 경제협력개발기구(OECD) 뇌물방지 협약이 발효되고 부패기업 및 국가에 대한 제재가 강화되는 추세에 맞추어 청렴계약이행서약 취지에 적극적으로 호응하여 년 월 일 방위사업계약에 관한 하도급계약 또는 재하도급 계약의 하도급자로 참여하기 위하여 다음 사항을 서약합니다.

With a clear understanding that transparent business operations and fair administrative process free of corruption is key to accomplishing social growth and national competitiveness, and in concert with the purpose of pledge of integrity for the performance of contracts to keep pace with the OECD Anti-bribery Convention that has come into effect internationally reinforcing stronger sanctions against corrupt businesses and countries, the company hereby pledges to observe the following when participating in a DAPA contract as a subcontractor or sub-subcontractor on _____(Year)_____(Month)_____(Day). :

1. 계약체결 및 계약이행과정에서 관계 공무원에게 직·간접적으로 금품이나 향응 등의 뇌물을 제공하기로 약속하거나 제공하지 아니한다.
The company will not offer or promise to offer direct or indirect bribery including money, valuables, special treatment or entertainment, etc. to relevant government officials while in the process leading up to or while implementing a contract.
2. 위 제 1 호를 위반한 경우에는 방산업체 지정취소 등 「방위사업법」에서 규정한 조치를 받더라도 이를 감수하고 방위사업청장을 상대로 손해배상을 청구하거나 민·형사상의 이의를 제기하지 아니한다.
In the event the company has violated the above paragraph 1, the company will not file a claim for compensation nor take civil/criminal action against the DAPA Minister even if we are subjected to measures stipulated in the Defense Acquisition Program Act including revoking of defense company status in Korea.
3. 회사 임직원이 관계 공무원에게 뇌물을 제공하거나 담합 등 불공정 행위를 하지 않도록 하고, 내부 비리 제보자에 대해서도 일체의 불이익을 받지 않도록 한다.
The company will not allow its employees and executives to offer a bribe to government officials nor take part in unfair conduct such as collusion, and will not penalize whistleblowers.

Seller :

SPW

Buyer :

한인하

4. 방위사업계약에 관한 하도급계약을 체결한 하도급자가 방위사업계약에 관한 재하도급계약을 체결 또는 이행하거나, 방위사업계약에 관한 재하도급계약을 체결한 재하도급자가 방위사업계약에 관한 재하도급계약을 이행하기 위하여 다시 하도급계약을 체결 또는 이행하는 경우, 우월한 도급자 지위를 이용하여 재하도급 계약의 재하도급자 또는 재재하도급계약의 재재하도급자로부터 금품을 수수하거나 부당 또는 불공정한 행위(계약 체결 전 입찰을 진행하는 경우에는 입찰의 자유경쟁을 저해하는 불공정한 행위를 포함한다)를 하지 아니한다.

In the event a subcontractor to DAPA's contract signs and implements a sub-subcontract or if a sub-subcontracted company signs and implements a secondary sub-subcontract, the subcontractor and sub-subcontractor in respective case will not take advantage of their superior position to collect money or valuables nor to take unfair actions (including actions that hinder a fair competition during the bidding phase prior to contract award).

5. 방위사업과 관련한 특정정보의 제공을 관계공무원에게 요구하거나 제공받지 않도록 하며, 계약이행과정에서 알게 된 연구성과물 등 특정정보를 임의로 제 3 자에게 제공 또는 누설하지 아니한다.

The company will not request or receive specific information of a defense program, and shall not provide or share specific information including research results obtained while implementing the contract with a third party at its discretion.

「방위사업법」제 6 조제 1 항, 같은 법 시행령 제 4 조제 6 항·제 7 항 및 같은 법 시행규칙 제 3 조제 4 항에 따라 청렴서약서를 제출합니다.

The company hereby submits this Pledge of Integrity in compliance with Paragraph 1 under Article 6 of Defense Acquisition Program Act as well as paragraph 6&7 under Article 4 of Enforcement Decree and paragraph 4 under Article 3 of Enforcement Rule of the same Act.

Month / Day / Year

Name :

(Signature or Seal)

Submitted to the Minister of DAPA

Seller :

SPW

Buyer :

김민준

계약특수조건

Schedules of Terms & Conditions

Schedule1. 계약의 범위 Scope of Contract

본 계약특수조건은 계약일반조건에 추가되며, 계약일반조건과 상충 시 계약특수조건을 우선 한다.

The Schedules shall be incorporated into, and constitute an integral part of this Contract. Should there be any conflict with the General Terms and Conditions, the Schedules shall take precedence over General Terms & Conditions

본 계약을 구성하는 항목들 간 불일치가 발생할 경우 우선순위는 다음과 같다.

1. 계약특수조건
2. 계약일반조건
3. 작업기술서
4. 계약상대자의 제안서

In the event of any inconsistency between different sections of this contract, the order of precedence shall be as follows ;

1. Schedules
2. General Terms and Conditions of Contract
3. Statement of Work
4. Contractor' Proposal

Seller : 

Buyer : 

Schedule 2. 계약물품명세서 Commodity Description

Main System Equipment						
No.	Item Description	Part Number or National Stock Number	Quantity	UOM	Unit Price (USD)	Total Price (USD)
1	Hood Assembly	G018-7014-01/-30	970	Set	\$8,667.61	\$8,407,581.70
2	Torso Assembly	G018-7800-01	970	Set	\$4,686.77	\$4,546,166.90
3	Coverall	1010224-29 & 1010283-303	970	Set	\$2,506.84	\$2,431,634.80
4	Gloves	1010310-11 & 1010241-43	970	Set	\$306.24	\$297,052.80
5	Socks	1010230-36 & 1010306-09	970	Set	\$34.24	\$33,212.80
6	Transit Layer	1010419	970	Set	\$404.12	\$391,996.40
7	C2A1 Filters	GW1992-01	970	Set	\$190.70	\$184,979.00
Total			970	Set	\$16,796.52	\$16,292,624.40
Auxillary System						
No.	Item Description	Part Number or National Stock Number	Quantity	UOM	Unit Price (USD)	Total Price (USD)
8	O-Level: JSMLT Assembly	4240-01-537-6415	1	EA	\$58,357.94	\$58,357.94
9	O-Level: JSMLT Adapter Kit	G018-5090-01	1	EA	\$12,042.21	\$12,042.21
10	I-Level				\$0.00	\$0.00
11	Others				\$0.00	\$0.00
12	CSP	Various. Please see Appendix I-1 "Repair Part"	1	Lot	\$188,449.00	\$188,449.00
13	Bench Stock Items				\$0.00	\$0.00
14	O-Level (Operator Course)	OMM Manual	1		\$68,342.00	\$68,342.00
15	I-Level (Maintenance Course)				\$0.00	\$0.00
16	O-Level (Operator Course)	Operation & Maintenance Training	1		\$149,357.00	\$149,357.00

Seller : SPWBuyer : 3/3/2022

17	I-Level (Maintenance Course)				\$0.00	\$0.00
18	Others (Pilot Course)				\$0.00	\$0.00
19	O-Level (Operator) FSR				\$0.00	\$0.00
20	I-Level (Maintenance) FSR				\$0.00	\$0.00
21	Others (Pilot Support)				\$0.00	\$0.00
22	PMR	Program Management Support & Reviews	1	Lot	\$722,199.00	\$722,199.00
23	FAT/SAT	FAT & SAT Support	1	Lot	\$3,119.00	\$3,119.00
24	Others (e.g. Site Survey)		1	Lot	\$0.00	\$0.00
25	Packaging/Pallet Costs	Final packaging for shipment to customer	192	PAL	\$29.00	\$5,568.00
26	Subcontractor Shipments	Shipping subcontractor's products to our facility for final packaging	1	Lot		\$0.00
Total					\$1,244.78	\$1,207,434.15
Additional Scope						
No.	Item Description	Part Number or National Stock Number	Quantity	UOM	Unit Price (USD)	Total Price (USD)
27	JHMCS Visors		440	EA	\$2,096.00	\$922,240.00
28	Production Support		1	Lot	\$2,177,701.45	\$2,177,701.45
Total						\$3,099,941.45
Total Contract Value						\$20,600,000.00

Seller :

SPW

Buyer :

[Signature]

Schedule 3 계약금액 Contract Price

3.1 본 계약의 총계약금액은 [(\$20,600,000 USD)]이다. 다만 2020 년 이후의 현금(미확정 예산)은 예산이 확정시 3.3 의 연부액을 확정 또는 수정하는 수정계약을 체결한다.

The Total Contract Price under this Contract is Twenty Million Six Hundred Thousand United States Dollars (\$20,600,000 USD). However, for the cash amount to be paid after year 2020 (budget subject to approval), a Modification Contract shall be signed to confirm or adjust the yearly payment amount stipulated in 3.3 herein.

3.2 본 계약의 총 계약 금액은 확정금액이다. 그러므로 계약상대자는 총 계약 금액에 대한 대가로 물품을 공급하여야 하며, 본 총 계약 금액은 계약상대자의 원가 및 물가상승 등의 영향을 받지 않는다.

The Total Contract Price under this Contract is a definite amount. Therefore, the Contractor shall provide the Commodity(ies) in consideration of the Total Contract Price which is not subject to any adjustment on the basis of the Contractor's cost, inflation, etc. Adjustment to this price is permitted only if the DAPA's specification of the commodity is changed.

3.3 본 계약의 연도별 금액은 아래와 같으며, 연도별 금액은 국회 예산 심의결과에 따라 변경될 수 있다.

The yearly payment profile is as listed below, and the amount maybe revised based on

Seller : SPW

Buyer : 인하

budget approval of the National Assembly.

계	2020-본조 2020-Confirmed budget	2021-현금 2021-Scheduled budget	2022-현금 2022-Scheduled budget	2023-현금 2023-Scheduled budget

Schedule 4 물품의 인도조건과 일정 Delivery condition and Schedule

4.1 본 계약의 물품 인도일정은 다음 표에 명시된 일정과 같다.

Delivery Schedules of the Commodities under the Contract are set forth in the table below.

No	Milestone Event	Item Description	Part Number or Stock Number	QTY	UoM	Place of Delivery	Delivery Date	Value of Goods Delivered	Payment Milestones
1	1st Advance Payment	Receipt of Advance Payment & Size Tariff Information		1	Lot	Gentex Facility	T0		\$9,615,000.00
2	1st Progress Payment	Production Support & Program Management Review		1	Lot	Gentex Facility	T0 + 5 Months	\$2,899,900.45	\$4,805,000.00
3	Delivery	JSMLT Assembly		1	EA	Gentex Facility	T0 + 13 Months	\$58,357.94	
4	Delivery	JSMLT Adapter Kit		1	EA	Gentex Facility	T0 + 13 Months	\$12,042.21	
5	Delivery	Hood Assembly	G018-7014-01/-30	27	Set	Gentex Facility	T0 + 13 Months	\$234,025.47	
6	Delivery	Torso Assembly	G018-7800-01	27	Set	Gentex Facility	T0 + 13 Months	\$126,542.79	
7	Delivery	Coverall	1010224-29 & 1010283-303	27	Set	Gentex Facility	T0 + 13 Months	\$67,684.68	
8	Delivery	Gloves	1010310-11 & 1010241-43	27	Set	Gentex Facility	T0 + 13 Months	\$8,268.48	
9	Delivery	Socks	1010230-36 & 1010306-09	27	Set	Gentex Facility	T0 + 13 Months	\$924.48	
10	Delivery	Transit Layer	1010419	27	Set	Gentex Facility	T0 + 13 Months	\$10,911.24	
11	Delivery	C2A1 Filters	GW1992-01	27	Set	Gentex Facility	T0 + 13 Months	\$5,148.90	

Seller :

SPW

Buyer :

이승민

No	Milestone Event	Item Description	Part Number or Stock Number	QTY	UoM	Place of Delivery	Delivery Date	Value of Goods Delivered	Payment Milestones
12	Delivery	JHMCS Visor		220	EA	Gentex Facility	T0 + 13 Months	\$461,120.00	
13	Delivery	CSP		1	Lot	Gentex Facility	T0 + 13 Months	\$188,449.00	
14	Delivery	Other Items: FAT, Packaging		1	Lot	Gentex Facility	T0 + 13 Months	\$8,687.00	
15	2nd Progress Payment	Lot of 27 Sets, JHMCS Visors, CSP, Miscellaneous					T0 + 13 Months		\$0.00
16	Delivery	Training O-Level		1	Lot	Gentex Facility	T0 + 23 Months	\$217,699.00	
17	Delivery	Hood Assembly	G018-7014-01/-30	558	Set	Gentex Facility	T0 + 23 Months	\$4,836,526.38	
18	Delivery	Torso Assembly	G018-7800-01	558	Set	Gentex Facility	T0 + 23 Months	\$2,615,217.66	
19	Delivery	Coverall	1010224-29 & 1010283-303	558	Set	Gentex Facility	T0 + 23 Months	\$1,398,816.72	
20	Delivery	Gloves	1010310-11 & 1010241-43	558	Set	Gentex Facility	T0 + 23 Months	\$170,881.92	
21	Delivery	Socks	1010230-36 & 1010306-09	558	Set	Gentex Facility	T0 + 23 Months	\$19,105.92	
22	Delivery	Transit Layer	1010419	558	Set	Gentex Facility	T0 + 23 Months	\$225,498.96	
23	Delivery	C2A1 Filters	GW1992-01	558	Set	Gentex Facility	T0 + 23 Months	\$106,410.60	
24	Delivery	JHMCS Visor		220	EA	Gentex Facility	T0 + 23 Months	\$461,120.00	
25	3rd Progress Payment	Lot of 558 Sets					T0 + 23 Months		\$4,120,000.00
26	Delivery	Hood Assembly	G018-7014-01/-30	385	Set	Gentex Facility	T0 + 29 Months	\$3,337,029.85	
27	Delivery	Torso Assembly	G018-7800-01	385	Set	Gentex Facility	T0 + 29 Months	\$1,804,406.45	
28	Delivery	Coverall	1010224-29 & 1010283-303	385	Set	Gentex Facility	T0 + 29 Months	\$965,133.40	
29	Delivery	Gloves	1010310-11 & 1010241-43	385	Set	Gentex Facility	T0 + 29 Months	\$117,902.40	
30	Delivery	Socks	1010230-36 & 1010306-09	385	Set	Gentex Facility	T0 + 29 Months	\$13,182.40	

Seller :

SPW

Buyer :

3/3/22

No	Milestone Event	Item Description	Part Number or Stock Number	QTY	UoM	Place of Delivery	Delivery Date	Value of Goods Delivered	Payment Milestones
31	Delivery	Transit Layer	1010419	385	Set	Gentex Facility	T0 + 29 Months	\$155,586.20	
32	Delivery	C2A1 Filters	GW1992-01	385	Set	Gentex Facility	T0 + 29 Months	\$73,419.50	
33	Final Payment	Lot of 385 Sets					T0 + 29 Months		\$2,060,000.00
								\$20,600,000.00	\$20,600,000.00

스케줄 4.1 에 TO 로 표기된 일정은 계약상대자가 선급금을 수령한 날짜 또는 물품 사이즈 정보 수령 날짜 중 늦은 날짜로 한다. 납품일자는 해당 납품 월의 달력상 마지막 날짜로 한다.

The term T0 in the above Schedule 4.1 shall be defined as the date in which the Advance Payment is received or the date in which the size information of the Commodity is received by the Contractor, whichever occurs later.

The delivery date shall be the last calendar day of the delivery month.

4.2 계약상대자는 납지 부대 검수관이 원하는 장소에 장비 설치 완료 후 검수 확인을 받아야 하며, 이 때 발생하는 비용은 계약상대자의 부담으로 한다.

The inspection shall be conducted after the Contractor completes installation in the place designated by the inspector of the End User, and any cost incurred shall be borne by the Contractor.

4.3 교육훈련이 성공적으로 완료되면 최종사용자는 본 계약서에 첨부된 별지 10 의 "교육지원완료증명서"를 발행하여야 한다. 최종사용자가 교육지원완료 증명서를 발행할 때 본 계약의 교육지원이 완료된다.

Seller :

SPW

Buyer :

김민준

After successful completion of the Training, the End User shall issue "A Certificate of Completion of Training" as shown in annex 10 attached hereto. When the End User issues "A Certificate of Completion of Training", the Training under this Contract shall be deemed complete.

4.4 계약상대자는 Incoterms 2010 FCA 조건으로 물품을 인도하여야 한다. 배송 시 손실에 대한 책임과 위험은 납품 장소에서 방위사업청으로 이전된다. 방위사업청은 납품 전에 보험에 대한 증빙을 Gentex 사에 전달하여야 한다. 이하 방위사업청은 배송의 손실과 파손에 대해 계약상대자의 책임을 면제하고 면책하여야 한다.

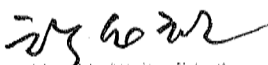
The Contractor shall deliver the Commodity Point in compliance with Incoterms 2010 FCA. Title and Risk of Loss when delivered shall be transferred to the DAPA at the delivery point. DAPA shall provide the Gentex with proof of insurance prior to the delivery of the Commodity., DAPA shall indemnify and hold harmless the Contractor for any shipping loss or damage after such transfer of the risk..

4.4.1 계약상대자는 방위사업청에서 지정한 운송인에 관한 정보를 인도 2 개월 전 방위사업청에 최종 확인하여야 한다.

The Contractor shall make a final confirmation of information of carrier designated by DAPA 2 months before delivery.

4.5 기타 본 계약과 관련한 세부조건은 본 계약서에 첨부된 작업명세서(SOW)와 계약상대자의 제안서를 충족하여야 한다.

Seller : 

Buyer : 

Other detail conditions in connection with this Contract shall satisfy the Statement of Work(SOW) and the Contractor's Proposal attached to this Contract.

4.6 이하 조항에도 불구하고, 선납품 또는 분할 납품은 허용된다. 분할 납품에 대해서는 해당 분에 대한 분할 정산을 한다. 분할 정산은 기 합의된 정산일과 무관하게 실제 물품 납품이 완료되고, 대금지급 서류 도착 후 지급한다.

Notwithstanding any other clause herein, early and partial delivery is allowed. Partial Payment shall be made on the partial delivery. The Partial Payment shall be made after the actual delivery of the Commodity and receipt of payment documents, regardless of the scheduled settlement date.

Schedule 5 계약이행보증금 Performance Bond

5.1 계약이행보증금은 총 계약금액의 10% 이상으로 설정되어야 하며, 최종 물품 인도 후 보증기간 120개월 동안 유효하게 설정되어야 한다.

상업적인 이유로 계약이행보증금을 한번에 120개월간 설정할 수 없을 경우, 계약상대는 짧은 기간의 계약이행보증금을 연속으로 설정하여 인도 후 누적 120개월 또는 물품을 원 포장상태에서 개봉한 경우 중 짧은 기간을 포함하게 설정할 수 있다.

계약상대자와 방위사업청은 각 계약이행보증금 기간과 횟수를 합의하여 결정한다.

계약상대자는 각각의 계약이행보증금 기간을 최소 2~3년간으로 설정하기로 한다.

계약이행보증금의 전체 또는 일부가 몰수되면, 어떠한 경우에도 연장 또는 갱신되어서는 안 된다.

Seller : 

Buyer : 

The Performance Bond shall be issued at an amount equivalent to or higher than ten (10) percent of the total contract price and shall be valid until the end of warranty period (120 months) which starts after the final delivery.

If single Performance Bond is not established validly for 120 months due to the commercial reasons, the Contractor may, at its discretion, establish shorter sequential Performance Bonds to cover the period of time equal to 120 months which starts after the final delivery or until such time as the goods are opened from their original packaging, whichever time is less. The Contractor and DAPA shall mutually agree with the number and the duration of each performance bond. The Contractor agrees to establish each Performance Bond to be valid for at least 2-3 years.

Notwithstanding any other condition herein, if the Performance Bond is confiscated, in whole or in part, it shall not be extended, renewed or replenished.

5.2 계약이행보증금과 선금환급보증금은 대한민국 서울에 위치한 우리은행을 통해서 통지된다.

The Performance Bond and Repayment Guarantee shall be advised through WOORI BANK, Seoul, Korea.

- Bank Name : WOORI BANK, SEOUL, KOREA(BRANCH : KOLON TOWER BANKING CENTER)
- Address (Head Office) : 203,Hoyhyon-Dong 1Ga, Chung-Gu, Seoul, Korea.
- SWIFT NO. : HVBKKRSEXXX
- BRANCH Address : Gyeonggi Gwacheon Kolonro 11(Byeoryang-dong Kolon blvd.) Republic of Korea.
- TEL / FAX : 82-2-503-8731 / 82-505-001-3477

Schedule 6 선금환급보증 Repayment Gaurantee

Seller : SAW

Buyer : iran

6.1 계약상대자는 불임 2 에 명시된 물품에 대하여 선금을 제공받았을 경우 계약 일반조건에 따라 선금환급보증을 제공하여야 한다.

The Contractor shall provide repayment guarantee for commodities mentioned in Schedule 2 when Advanced payments are provided to the Contractor regarding the General Condition.

6.2 선금환급보증 감액 절차는 계약일반조건 제 6 조 다항을 따른다.

자세한 선금환급보증감액은 아래표와 같다.

Repayment Gaurantee Reduction shall be in accordance with the 'Article 6, c' of the General Condition. The detailed repayment guarantee reduction table is in the below table.

		Value of Payment 지급금	Value of Delivered Items 납품액	Advance Payment 선금	Accumulated Advance Payment 선금누계	Repayment Guarantee Reduction 선금환급보증감액
1 st Advance Payment 1차 선금금	Date of Contract	9,615,000		9,615,000	9,615,000	
1 st Progress Payment 1차 분할지급금	TO+5	4,805,000	2,899,900	4,805,000	11,520,100	
2 nd Progress Payment 2차 분할지급금	TO+13		1,182,163		10,337,937	1,182,163
3 rd Progress Payment 3차 분할지급금	TO+23	4,120,000	10,051,277		4,406,660	5,931,277
Final payment 최종지급금	TO+29	2,060,000	6,466,660		0	4,406,660

Seller : SPW

Buyer : 

Total, 계		20,600,000	20,600,000	14,420,000		11,520,100
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Schedule 7 대금지불 일정 및 절차(Payment Schedule and Conditions)

7.1 대금지불일정은 스케줄 4.1을 따른다.

The payment schedule shall be in accordance with the terms stipulated in Schedule 4.1.

7.1.1 본 계약 생산기간 중 미국으로부터 동일한 물품에 대해 주문을 받고 해당 물품의 생산기간이 본 계약의 생산기간과 겹칠 경우, 계약상대자는 미국과 계약사실을 방위사업청에 1개월 이내 통지할 의무가 있으며 방위사업청에 해당 기간만큼 생산관리비용을 전액 환불하여야 한다.

If, during the period of production of this Contract, the Contractor receives additional US Government orders of same goods as delivered hereunder, and the period of production of both this Contract, and any such US Government order runs concurrently, the Contractor shall be obliged to notify the DAPA of such contract with US Government within one(1) month. The Contractor shall refund full amount of the prorated sum of the production management costs, to the DAPA, for the period of such overlaps.

7.1.2 또한, 본 계약 생산기간 중 미국 및 한국을 제외한 제3의 국가로부터 동일한 물품에 대해 주문을 받고 해당 물품의 생산기간이 본 계약의 생산기간과 겹칠 경우, 계약상대자는 제3의 국가와의 계약사실을 방위사업청에 1개월 이내 통지할 의무가 있으며 방위사업청에 해당 기간만큼 해당 비율대로 생산관리비용을 환불해야 한다.

Seller: 

Buyer: 

If, during the period of production of this Contract, the Contractor receives additional any third party, except US Government and Korean Government, orders of same goods as delivered hereunder, and the period of production of both this Contract, and any third party order runs concurrently, the Contractor shall be obliged to notify the DAPA of such contract with the third party within one(1) month. The Contractor shall refund the prorated sum of the production management costs, to the DAPA, for the period of such overlaps.

7.1.3 계약기간 종료 후에도 계약상대자가 7.1.1 및 7.1.2에 대한 의무 위반 사실이 확인될 경우 지체 없이 해당 생산관리비용을 방위사업청에 반환하여야 한다.

If it is confirmed that the Contractor violates 7.1.1 and 7.1.2 of this Schedule even after termination of this Contract, The Contractor shall refund such production management costs to the DAPA without delay.

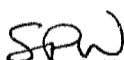
7.2 본 계약 하에 선급 대금(\$9,615,000)은 계약상대자의 계좌로 직접송금 방식에 의해 지불될 것이다. 계약상대자의 은행정보는 아래와 같다.

The Advance Payment in the amount of Nine Million Four hundred Sixty One Thousand United States Dollars (\$9,615,000) under this Contract shall be made by Telegraphic transfer (T/T) to the Contractor's Account.

The information of the Contractor's bank is as follows:

- a. Payment Bank : PNC Bank
- b. Beneficiary : Gentex Corporation
- c. Account Number : 90-0041-4183
- d. Swift Code : PNCCUS33
- c. ABA / ABAN No. 031000053

그 외의 나머지 대금 (\$10,985,000 USD) 지불은 미국 은행에서 계약상대자를 상대로

Seller : 

Buyer : 

한 직접송금 방식으로 지급되어야 한다. 직접송금에 필요한 모든 비용 중 대한민국에서 발생하는 비용은 방위사업청이 부담한다. 미국에서 발생한 모든 비용은 계약상대자가 부담한다.

All other payments shall be made in United States Dollars (USD) by Telegraphic transfer (T/T) to the Contractor's Account in the amount of Ten Million Eight Hundred Seven Thousand One Hundred Sixty-Three Dollars United States Dollars (\$10,985,000.00 USD). All costs associated with Telegraphic transfer and other costs in the Republic of Korea shall be borne by the DAPA. The Contractor shall be responsible for all costs in the United States.

7.3 물품수령확인증에 하자 또는 이종품의 경우, 수량이 부족할 경우 방위사업청은 물품의 결함이나 수량 문제가 해결되는 시점까지 대금지불을 보류할 수 있다.

If the Certificate of Receipt (COR) indicates any defect or incorrect items or shortage in quantity, the DAPA shall be entitled to withhold payment to the Contractor, until the date on which the defect incurrence or shortage in quantity is resolved completely.

7.4 물품의 인도에 대한 대금은 다음의 서류들을 신용장에 명시된 통지 은행에 제출하여야 지불될 수 있다.


Payment for the deliveries shall be payment when the following documents have been presented to DAPA.

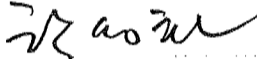
7.4.1 물자대금 Delivery payment

7.4.1.1 상업송장 원본 1부 및 사본 1부

One (1) original and One (1) copy of Commercial invoice

7.4.1.2 포장명세서 원본 1부 및 사본 1부

Seller : 

Buyer : 

One (1) original and One (1) copy of Packing Lists

7.4.1.3 해상 또는 항공 운송장 원본 1부 및 사본 1부

One (1) original and One (1) copy of the Seaway/Airway bill

7.4.1.4 최종사용자에 의해 서명된 물품수령확인서 원본 1부 및 사본 1부 (부칙 6 참조). 특별한 사유 없이 임명된 검수자가 물품 수령 후 (14)일이 지난 시점에도 물품수령확인서를 날인하지 않을 경우, 계약상대자가 직접 날인하여 신용장에 명기된 통지은행에 제출할 수 있다.

One (1) original and One (1) copy of Certificate of Receipt (COR) signed by End User (Refer to Annex 6) In the event that appointed inspector does not sign the Certificate of Receipt (COR) without justification within thirty (14) days following receipt of goods than Contractor shall be permitted to sign the certificate and submit it to the DLOC advising bank.

7.4.1.5 임명된 검사관에 의해 서명된 현지수락검사확인서 원본 1부 및 사본 1부 (부칙 7 참조). 특별한 사유 없이 임명된 검수자가 물품 수령 후 (30)일이 지난 시점에도 현지수락검사확인서를 날인하지 않을 경우, 계약상대자가 직접 날인하여 신용장에 명기된 통지은행에 제출할 수 있다.

One (1) original and One (1) copy of Certificate of Site Acceptance Test Completion signed by an appointed inspector (Refer to Annex 7). In the event that appointed inspector does not sign the Certificate of Site Acceptance Test Completion without justification within thirty (30) days following receipt of goods than Contractor shall be permitted to sign the certificate and submit it to the DLOC advising bank.

Seller : 

Buyer : 

7.4.1.6 제작자에 의해 서명된 공장수락검사 증명서 원본 1부 및 사본 1부(부칙8 참조)

One (1) original and One (1) copy of the Certificate of Factory Acceptance Test signed
by the manufacturer (Refer to Annex 8)

7.4.1.7 교육지원완료 증명서 원본 1부 및 사본 1부 (부칙10)

One (1) original and One (1) copy of the Certificate of Completion of the Training Assistance (Refer to Annex 9)

7.4.1.8 국세 및 지방세 납입증명서 원본 각 1부 (계약업체가 국내 공급업체인 경우)

One (1) original of the tax payment Certificate and the local tax payment Certificate
(Only for domestic company)

7.4.1.9 수입신고필증 및 계산서 각 1부 (계약업체가 국내 공급업체일 경우)

One (1) copy of the import Certificate of Completion of report and E-Bill (Only for domestic company)

7.4.1.10 국민연금보험료 납부 증명서 1부 (계약업체가 국내 공급업체일 경우)

One (1) copy of the national pension payment Certificate (Only for domestic company)

7.5 대금은 스케줄 7.4의 서류를 접수한 후 21일 이내에 계약상대자를 상대로 직접대금 방식으로 지불된다. 단 12월 23일부터 다음해 1월 30일 사이에 청구되는 대금(DAPA 접수일자 기준)은 대한민국 정부의 예산결산 및 배정 관계로 다음해 2월 1일 이후 지불될 것이다.

Payment under this contract shall be made by Telegraphic transfer(T/T) to the Contractor's bank account within twenty-one (21) days after the DAPA has received the documents stipulated in Schedule 7. 4. However, the payment requested (based on date received by DAPA) from December 23 to January 30 in the following year will be made after February

Seller : 

Buyer : 

1 due to settlement of accounts and budget allocation of the ROK government.

Schedule 8 물품사양서 (Commodity Specification)

물품의 계약 성능 및 규격은 작업명세서(SOW)에서 세부적으로 기술한다.

The Contractual performance and specifications of the Commodity are further specified in attached Statement of Work (SOW).

Schedule 10 제작자 도면 및 설명서(Manufacturer's Drawings and Instructions)

일반 계약 조건의 10조는 본 계약에 적용되지 않는다.


Article 10 of the General Terms and Conditions does not apply to this contract.

Schedule 11 설치 및/또는 통합과 교육훈련용역 (Installation and/or Integration and Training Services)

11.1 계약상대자는 교관화 교육 및 사용자 교육을 실시해야 한다. 세부 교육 관련 내용은 2장 "작업명세서"에 명시된다. 교육훈련이 성공적으로 완료되면 최종사용자 본 계약서에 첨부된 별지10의 "교육지원 완료 증명서"를 발행하여야 한다.

Contractor shall provide instructor training for instructors and a user training. Details for training are enumerated in Statement of Work" of Section 2. After the successful completion of Training, the End User shall issue "A Certificate of Completion of Training Assistance" as shown in Annex 10 attached hereto.

Seller : SPW

Buyer : 

11.2 교육에 소요되는 일체 비용은 계약상대자가 부담한다. 교육관련사항(교육일정, 교육내용, 교육인원 및 기타사항)은 개별적으로 제공되어야 한다.

All spending payments used for education shall be paid by the Contractor. Training information (schedule, description, trainee and others) shall be provided separately.

11.3 기타 교육훈련은 2장 “작업명세서”에 명시된다.

Other details for installation and training services are enumerated in “Statement of Work” of Section 2.

Schedule 13 검사 및 수락(Test and Acceptance)

13.1 수락검사는 최종사용자가 지정하는 시간, 장소, 방법에 따라 실시하며, 계약상대자는 수락검사에 필요한 관련 서류 등을 수락검사 1개월 전까지 제출해야 한다.

SAT(Site Acceptance Test) shall be conducted at the time, location and methods specified by End User. Contractor shall submit the relevant document within one month before SAT.

13.2 기타 검사 및 수락은 2장 “작업명세서”에 명시된다.

Other tests and acceptance are enumerated in “Statement of Work” of Section 2.

Schedule 14 물품의 포장(Packing of the Commodity)

Seller : 

Buyer : 

포장에 관한 사항은 2장 작업명세서와 계약상대자의 제안서를 충족하여야 한다.

Packing conditions shall satisfy "Statement of Work" in of Section2. and "Contractor's proposal".

Schedule17 분할납품 Partial Performance or Partial Shipment

분할납품은 스케줄 4.1을 따른다.

Partial Delivery shall be accorded to Schedule 4.1

Schedule 22 품질보증 Warranty

22.1 Gentex사의 TACAIR 방독면과 보호의 세트(스케줄2 아이템 1,2,3,5,6,7)은 제품이 적합한 저장시설에서 개봉하지 않고 제공된 용기에 진공 없이 밀봉된다는 조건하에서 보관되었을 경우 저장 수명 10년을 보장한다. 제품이 개봉되면, Gentex사는 물품의 일반적인 사용과 서비스 시 제품에 결함이 없음을 1년간 보장한다. 여기 어떤 다른 조항에도 불구하고 보증기간은 위 특정기간으로 확정된다.

The Gentex TACAIR Respirator and Coverall Set (Items 1, 2, 3, 5, 6, and 7 per Schedule 2) shall have a shelf life of ten (10) years from the date of delivery, provided that the product is stored in a suitable storage facility, unopened and in the supplied container and sealed bag. Once the product is opened, Gentex warrants that the commodity shall be free from defects in material or workmanship under normal use and service for a period of one (1) year. Notwithstanding any other provision herein, the warranty period shall be fixed for the period specified above. It shall not be extended, renewed, or otherwise modified, except by mutual agreement of the parties.

Seller :



Buyer :



The Contractor offers no additional warranty for these items.

No.	Item Description 물품 설명	The Contractor Warranty 품질보증
31	JHMCS Visors	No Warranty Provided. 품질보증 없음

22.2 방위사업청은 납품물의 규격 또는 품질이 계약내용과 상이함을 발견한 때에는 그 사실을 계약상대자에게 통보(부칙11)하고, 계약상대자는 이에 대해 조치해야 한다.

The DAPA shall notify the Contractor when a delivered item is discrepant from the Contract in terms of specifications and/or quality(Annex 11), and the Contractor shall take appropriate measures in response.

22.3 물품 인도 이후 발생한 손상의 수리에 관하여 만약 Gentex의 고의나 과실에 의하여 물품이 손상되지 않은 경우 방위사업청은 자신의 비용으로 물품을 수리하여야 한다.

As to a repairment of damage found after Delivery of the Commodity, if the damage is not caused by the Gentex's intention or negligence, the DAPA shall repair such Commodity at the DAPA's expense.

22.4 다른 조건에도 불구하고, 지체상금은 품질보증 수리에 적용되지 않는다.

Notwithstanding any other term, the liquidated damages shall not apply to warranty repairs.

Schedule 24. 계약가격 적정성 Proper Contract Price

Seller : SPW

Buyer : 

24.1 계약 일반조건 제24조 나.항 에 명시된 가격 보증은 해당 조항에 열거된 다른 조건들을 포함하여 동일 수량, 동일 조건 하에서만 적용된다.

The price guarantee, stipulated in Article 24(b) of the General Terms and Conditions, shall only apply under the same quantity and the same condition including the other terms stipulated in the Article

24.2 계약상대자는 방위사업청의 향후 요구조건에 대해서는 가격 조정을 보장하거나 제한하지 않는다.

Contractor makes no guarantee or limitation of price adjustment for DAPA's future requirement.

Schedule 25. 지적재산권 Intellectual Property Rights

25.1 계약상대자는 일반조건 25조에 따라 제3자에 의해 제기된 소송으로부터 방위사업 청을 보호하고 면책하여야 한다.

본 조항에 규정된 계약상대자의 의무는 다음 조건(스케줄25.2 및 25.3)을 전제로 한다.

The Contractor shall defend and hold harmless DAPA from and against the litigation brought by a third party pursuant to Article 25 of the General Terms and Conditions. The Contractor's obligation set forth in this Schedule 25 is subject to the following conditions:

25.2 방위사업청은 제품과 관련된 제3자의 침해 주장이나 요구사항이 있는 경우 그 사실을 계약상대자에게 통지하여야 한다.

Seller : SPW

Buyer : 김민지

DAPA shall notify the Contractor of any claim or action asserted by a third party with respect to the Products; and

25.3 방위사업청은 계약상대자가 제3자의 주장에 대한 방어에 있어서 배타적인 통제 권한을 가지고 합의에 관한 협상권한을 가지는 것에 동의한다. 단 계약상대자는 위 소송의 진행에 관하여 방위사업청과 협의하여야 한다.

DAPA agrees that the Contractor is given exclusive control of defense of such claim and all negotiation relating to settlement. . The Contractor shall consult with the DAPA about the progress of such defense and/or negotiation.

Schedule 26. 비용 Charges

본 계약의 일반조건에 의거하여, 물품이 본 계약서의 스케줄 4에 명시된 일정에 따라 정의된 납품 장소에 납품된 이후 발생하는 모든 배송, 관련 행정비용은 방위사업청이 부담한다.

Notwithstanding Article 26 in the General Terms and Conditions, DAPA shall be responsible for all administrative and transportation costs associated with the delivery of the Commodity after delivered to the Incoterm defined delivery point, in accordance with Schedule 4.

Schedule 27. 양도 및 당사자 대체 Assignment and Novation

Seller : SPW

Buyer : 김기현

계약일반조건 제27조에 따른 방위사업청의 동의는 정당한 사유 없이 보류, 조정, 지연
되지 않아야 한다.

DAPA's consent, under Article 27 of the General Terms and Conditions, shall not be
withheld, adjusted or delayed without just causes.

Schedule 39. 기타 Others

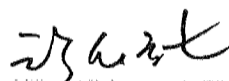
39.1 본 계약조건에 명시되지 않은 소요군의 요구사항은 작업명세서에 따른다.

Requests from the End User not stipulated in this Contract shall be in compliance with the
Statement of Work.

39.2 계약상대자는 하도급계약 또는 재하도급 계약의 금액이 10억원 이상일 경우,
해당 하도급계약 또는 재하도급 계약 체결 시 청렴서약서(부칙 9)에 해당 하도급자 및
재하도급자로부터 서명을 받아 방위사업청으로 제출하여야 한다. 단, 원화 이외의
통화로 하도급계약 또는 재하도급계약 체결 시, 해당 하도급계약 또는 재하도급 계약
체결일의 대한민국 외국환중개 매매기준환율로 환산하여 적용한다.

If the value of a contract between the Contractor and its subcontractor or between the
subcontractor and its sub-subcontractor exceeds one billion won(KRW), the Contractor
shall submit a subcontractor or sub-subcontractor's signed Pledge of Integrity form Annex
9 to the DAPA. Any contract currency other than the Korean won shall be converted to
Won based on the 'Basic Rate' published by Korean Financial Telecommunications &
Clearing Institute(KFTC) on the date of contract award of the subcontract or sub-
subcontract.

Seller : 

Buyer : 

Schedule 40 면책 Indemnification

방위사업청은 방위사업청의 계약 조건 불이행으로 초래되는 어떠한 주장, 소송, 손실, 책임, 행위의 원인, 피해, 비용으로부터 계약상대자와 관련 직원, 대리인을 방어하고 면책하며, 보호하여야 한다.

DAPA shall defend, indemnify, and hold harmless the Contractor and its affiliates and their respective officers, directors, employees, and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses relating to or arising out of any breach by DAPA of this Contract.

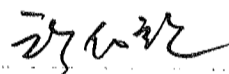
Schedule 41 책임의 한계 Limitation of Liability

계약상대자는 계약상대자 또는 그 직원이 야기한 손해에 대해 배상책임을 진다. 본 계약 하에서 방위사업청에 대한 계약상대자의 책임의 한계는 계약금액의 130%이다. 계약상대자의 중과실이나 고의적 불법 행위로 인해 신체상 상해 혹은 사망에 이르렀을 경우 해당 한도는 적용되지 않는다.

The Contractor shall be liable for damages caused by the Contractor or the Contractor's employee. The Contractor's aggregate cumulative liability under this Contract shall not exceed one hundred and thirty percent (130%) of the total Contract Price. This limitation shall not apply to Contractor's liabilities for any bodily harm and loss of life by Contractor's gross negligence or willful misconduct.

Schedule 42 통지 Notices

Seller : 

Buyer : 

본 계약에 관하여 필요하거나 허용된 모든 통지 및 의사소통은 (i)문서로 (ii)직접 방문 전달, 우편, 인증된 메일, 해외운송업체, 전자우편 송신의 방식으로 주기적으로 우편, 이메일을 확인 할 수 있는 다음의 담당자로 전달되어야 한다.

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, certified mail, overseas shipped or transmitted by electronic mail (including PDF), to the following person who can check mail or email periodically

수신 계약상대자 To Contractor :

Gentex Corporation

324 Main Street

Simpson, PA 18407

USA

Attention: Scott P. Witherow

Telephone: +1-570-282-8221

Email : switherow@gentexcorp.com

수신 방위사업청

To DAPA :

47, Gwanmun-ro, Gwacheon-si, Gyeonggi-do

13809 Korea

Name : Kim, Ji Youn

Email : jiyoun-kim@korea.kr

Seller :



Buyer :

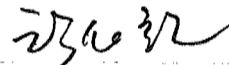


EXHIBIT 20

2021년 3월 1일 (월) 오후 11:30, Joe Gorski <jgorski@tradewaysusa.com>님이 작성:

Dear Col Kim,

Please update.

Best Regards

Joe

From: Hyungsoo Kim [<mailto:hs.kim@youngjinhitek.kr>]

Sent: Sunday, January 3, 2021 10:11 PM

To: Joseph Gorski

Subject: Re: Current status of PP-II

Sorry. \$9,615,000 for AP.

2021년 1월 4일 (월) 오후 12:09, Hyungsoo Kim <hs.kim@youngjinhitek.kr>님이 작성:

\$20.6M

2021년 1월 4일 (월) 오전 11:55, Joseph Gorski <jgorski@tradewaysusa.com>님이 작성:

Thanks Col Kim. What was the amount?

Best Regards

Joe

Sent from my iPhone

On Jan 3, 2021, at 7:38 PM, Hyungsoo Kim <hs.kim@youngjinhitek.kr> wrote:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Mr. Gorski,

FYR, DAPA sent advance payment to PNC bank (Gentex) on Dec. 31, 2020.

Wish you a healthy and prosperous new year.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2020년 12월 24일 (목) 오후 8:48, Joseph Gorski <jgorski@tradewaysusa.com>님이
작성:

Thank you Col Kim

Best Regards

Joe

Sent from my iPhone

On Dec 24, 2020, at 12:17 AM, Hyungsoo Kim <hs.kim@youngjinhitek.kr> wrote:

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Mr. Gorski,

DAPA received RG bond today.

Merry Christmas & Happy New Year.

Best regards,

Kim

Hyung Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2020년 12월 22일 (화) 오전 1:59, Joe Gorski

<jgorski@tradewaysusa.com>님이 작성:

Dear Col Kim

Please update

Best Regards

Joe

From: Hyungsoo Kim [<mailto:hs.kim@youngjinhitek.kr>]
Sent: Monday, December 7, 2020 6:03 PM
To: Joe Gorski
Subject: Re: Current status of PP-II

Dear Mr. Gorski,

We are still awaiting Repayment Guarantee bond for Advance payment from Gentex & PNC bank, it takes too much time, the RG bond needs to be sent to DAPA in this week in order to send AP within this year. Scott is dealing with this RG bond.

ROKAF is preparing size tariffs, and will send to DAPA soon.

BR,

Kim

2020년 12월 7일 (월) 오후 11:17, Joe Gorski

<jgorski@tradewaysusa.com>님이 작성:

Dear Col Kim,

Please update.

Best Regards

Joe

From: Hyungsoo Kim [mailto:hs.kim@youngjinhitek.kr]

Sent: Wednesday, November 25, 2020 7:24 PM

To: Robert McCay

Cc: Don Tourtellott; Mike Stump; Scott P. Witherow; Byungmin So;
Jinseop So; Joe Gorski

Subject: Current status of PP-II

Please update my new email
address hs.kim@youngjinhitek.kr

Old email will still be available for
a period of time.

Dear Robert,

Current status of PP-II program to be TO.

1. Advance payment

When DAPA receives Repayment Guarantee bond, DAPA will
be going to send advance payment within a week.

2. Size information provision

ROKAF and we visited 5 air bases and did fitting test of 60
pilots.

a. TACAIR respirator fitting : It was well done and satisfied.
We do not think that there is any problem with provision of the size information. I believe that ROKAF almost prepared TACAIR respirator size information.

b. CB coverall and gloves fitting : When ROKAF Pilots wore the samples, the pilots felt a little bigger than Survitec's recommended sizes (OMM). ROKAF asked Survitec about ROKAF's suggested size table, and awaiting Survitec's recommendation.

Official size information of TACAIR respirator and CB suits will be provided within 1 or 2 weeks after getting Survitec's recommendation.

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaeul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

<Merry Christmas & Happy New Year, 2021 !.jpg>

EXHIBIT 21

From: Robert McCay [mailto:RMcCay@gentexcorp.com]
Sent: Sunday, August 8, 2021 11:50 PM
To: Joe Gorski
Subject: RE: [External]new bank

Dear Joe – the 3rd amendment of our agreement was signed and effective April 10, 2017 and expired on April 9, 2018. Copy of the agreement and 3rd amendment are attached. The agreement was not extended nor amended beyond the attached 3rd amendment and we did not solicit or request your services beyond the term of the agreement. No commissions are due to Tradeways per the expired agreement.

If you should have any questions or would like to discuss further please contact me.

Thank you.

Robert.

From: Joe Gorski <jgorski@tradewaysusa.com>
Sent: Tuesday, July 27, 2021 6:34 AM
To: Robert McCay <RMcCay@gentexcorp.com>
Subject: [External]new bank

CAUTION: This email originated from outside of Gentex Corporation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

We are changing banks. So don't send money to First Citizens. We will give you new wire transfer instructions soon.
Joe Gorski

From: Joe Gorski [mailto:jgorski@tradewaysusa.com]
Sent: Monday, July 19, 2021 9:40 AM
To: 'Robert McCay'
Subject: FW: wire transfer instructions

Please confirm

From: Joe Gorski [<mailto:jgorski@tradewaysusa.com>]
Sent: Monday, July 12, 2021 11:30 AM
To: 'Robert McCay'
Subject: wire transfer instructions

Dear Robert,

Please wire transfer our commission to:

First Citizens Bank and Trust Co.
Raleigh, North Carolina
SWIFT FCBTUS33
ABA 053-100-300
For the account of Tradeways, Ltd.
184 Duke of Gloucester Street
Annapolis, Maryland 21401
Account number 008925385607

Please confirm.

Regards
Joe

From: Joe Gorski [<mailto:jgorski@tradewaysusa.com>]
Sent: Tuesday, July 6, 2021 10:25 AM
To: 'Robert McCay'
Subject: DAPA Contract

Dear Robert,

Last time we spoke you mentioned you pay commissions only when you ship product.

Page 60 of the DAPA Contract "Delivery schedules of the Commodities" states a deliverable "Production Support & Program Management Review" TO + 5 (ie June 2021) "value of goods delivered \$2,899,900.45 payment milestone \$4,805,000".

Since this has been realized, will you please pay our 10% commission of \$289,990.00 now?

Regards
Joe

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EXHIBIT 22

From: Mike Stump [mailto:MStump@gentexcorp.com]
Sent: Monday, March 25, 2019 1:58 AM
To: Joseph Gorski
Subject: Fwd: [External] Request for prompt submission of

Joe, this is your agent and you have been silent. Our agreement is with Tradeways and we expect our agents to be involved to earn their commission. What is going in here?

Mike

Sent from my iPhone

Begin forwarded message:

From: Hyungsoo Kim <yjhitek3@unitel.co.kr>
Date: March 24, 2019 at 5:18:17 PM PDT
To: Mike Stump <MStump@gentexcorp.com>
Cc: Jinseop So <yjhitek.jin@gmail.com>, "Joseph Gorski (jgorski@tradewaysusa.com)" <jgorski@tradewaysusa.com>, Robert McCay <RMcCay@gentexcorp.com>, yjhitek <yjhitek@unitel.co.kr>
Subject: [External] Request for prompt submission of offset
Reply-To: Hyungsoo Kim <yjhitek3@unitel.co.kr>

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EXHIBIT 23

From: Hyungsoo Kim [mailto:hs.kim@youngjinhitek.kr]
Sent: Tuesday, September 14, 2021 5:16 PM
To: Don Tourtellott
Cc: Byungmin So; Jinseop So; Joe Gorski
Subject: Re: [External]FAT schedule

Dear Don,

Thank you for the information, we (DAPA/ROKAF?YJHT) will do it.
Could you ask Survitec about Protocol for On- Site Visit for DAPA/ROKAF?

Best Regards,
Kim.

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaet-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

2021년 9월 14일 (화) 오후 11:36, Don Tourtellott <dtourtellott@gentexcorp.com>님이 작성:

Hello Kim,

1. We confirm the dates listed below for FAT at Gentex, FAT at Survitec and training.
 - a. Documents for access to the Gentex facility are attached.
2. We are working on the FAT documents. Should be available by the end of this week.

Thanks,

Don Tourtellott

Program Manager

Gentex Corporation

9859 7th Street

Rancho Cucamonga, CA 91730

(951) 316-1190 mobile

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>

Sent: Tuesday, August 31, 2021 6:53 PM

To: Don Tourtellott <dtourtellott@gentexcorp.com>

Cc: Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>

Subject: [External]FAT schedule

CAUTION: This email originated from outside of Gentex Corporation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Don,

We met with DAPA/ROKAF.

1. FAT schedule

DAPA/ROKAF are planning FAT schedule as follows :

- FAT at Gentex : Nov. 17th(Wed.) ~ 19th(Fri.)
- FAT at Survitec : Nov. 22nd(Mon.) ~ 24th(Wed.)
- Visitors to Gentex : 3 ~ 4 people (DAPA IPT, ROKAF PM), 2 people (YJHT: JS So and HS Kim)
- Visitors to Survitec : 3 ~ 4 people (DAPA IPT, ROKAF PM), 1 person (Mr. Choi : Survitec Representative)
- Please let us know this schedule is available to Gentex and Survitec.

- And please send us a draft of the FAT plan by the end of September.

2. Training support

ROKAF is considering from March to April, 2022 for a total 5 weeks (2 days training per each Air Base, total 11 Air Bases).

Best Regards,

Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
Cell : 82.10.8600.8956
Email : hs.kim@youngjinhitek.kr

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From: Don Tourtellott <dtourtellott@gentexcorp.com>
Date: September 8, 2021 at 2:27:20 PM EDT
To: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Cc: Byungmin So <bm.so@youngjinhitek.kr>, Jinseop So <jssso@youngjinhitek.kr>, Joe Gorski <JGorski@tradewaysusa.com>
Subject: RE: [External]FAT schedule

Hello Kim,

Gentex is good with the schedule. Still working on Survitec and the FAT agenda/documents.

Don

From: Hyungsoo Kim <hs.kim@youngjinhitek.kr>
Sent: Tuesday, August 31, 2021 6:53 PM
To: Don Tourtellott <dtourtellott@gentexcorp.com>
Cc: Byungmin So <bm.so@youngjinhitek.kr>; Jinseop So <jssso@youngjinhitek.kr>; Joe Gorski <jgorski@tradewaysusa.com>
Subject: [External]FAT schedule

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Dear Don,

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- Visitors to Gentex : 3 ~ 4 people (DAPA IPT, ROKAF PM), 2 people (YJHT: JS So and HS Kim)
- Visitors to Survitec : 3 ~ 4 people (DAPA IPT, ROKAF PM), 1 person (Mr. Choi : Survitec Representative)
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Best Regards,
Kim

Hyung-Soo Kim / Executive Managing Director
Young Jin Hi-Tek Inc.
TraPalace #632, 234 Hwangsaoul-ro, Bundang-Gu,
Seongnam-si, Gyeonggi-do, 13595, Korea
Office : 82.31.717.6451
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